



**CITY OF CORNING
SPECIAL CITY COUNCIL
CLOSED SESSION AGENDA
TUESDAY, MARCH 12, 2024
CITY COUNCIL CHAMBERS
794 THIRD STREET**

This is an Equal Opportunity Program. Discrimination is prohibited by Federal Law. Complaints of discrimination may be filed with the Secretary of Agriculture, Washington, D.C. 20250.

In compliance with the Americans with Disabilities Act and Title VI. If you need special assistance or translation services to participate in this meeting, please contact the City Clerk's Office at 530/824-7033 or via email at llinnet@corning.org. Notification in advance of the meeting will enable the City to make reasonable arrangements to ensure accessibility to this meeting.

A. CALL TO ORDER: 6:00 p.m.

B. ROLL CALL:

Council: Dave Demo
Jose "Chuy" Valerio
Shelly Hargens
Lisa Lomeli
Mayor: Robert Snow

The **Brown Act** requires that the Council provide the opportunity for persons in the audience to briefly address the Council on the subject(s) scheduled for tonight's closed session. Is there anyone wanting to comment on the subject(s) the Council will be discussing in closed session? If so, please come to the podium, identify yourself and give us your comments.

C. PUBLIC COMMENTS:

D. REGULAR AGENDA:

1. **PUBLIC EMPLOYMENT:** City Manager Performance Review
Pursuant to Government Code Section 54957(b) and 54957.6

E. CLOSED SESSION:



**CITY COUNCIL
REGULAR MEETING AGENDA
TUESDAY, MARCH 12, 2024
CITY COUNCIL CHAMBERS
794 THIRD STREET**

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A. CALL TO ORDER: 6:30 p.m.

B. ROLL CALL:

Council: Dave Demo
Jose "Chuy" Valerio
Shelly Hargens
Lisa Lomeli
Mayor: Robert Snow

C. PLEDGE OF ALLEGIANCE: Led by the City Manager.

D. INVOCATION: Led by Councilor Hargens

E. PROCLAMATIONS, RECOGNITIONS, APPOINTMENTS, PRESENTATIONS: .

F. PUBLIC COMMENTS AND BUSINESS FROM THE FLOOR:

G. CONSENT AGENDA: It is recommended that items listed on the Consent Agenda be acted on simultaneously unless a Councilmember or members of the audience request separate discussion and/or action.

1. Waive reading, except by title, of any Ordinance under consideration at this meeting for either introduction or passage, per Government Code Section 36934.
2. Waive the reading and approve the following meetings with any necessary corrections.
 - a. February 27, 2024 Special City Council Study Session and Regular City Council Meeting;
 - b. February 28, 2024 Special City Council Fee Schedule Study Session Meeting.
3. March 7, 2024 Claim Warrant in the amount of \$544,776.39.
4. March 7, 2024 Business License Report.
5. February 2024 Wages & Salaries: \$438,390.94.
6. February 2024 Treasurer's Report.
7. February 2024 Building Permit Valuation Report in the amount of \$581,915.
8. February 2024 City of Corning Wastewater Operations Summary Report.
9. Approve purchase of 80 water meters to replace existing meters in the amount of \$15,096.90.
10. Authorize staff to seek proposals for a 3-year Palm Tree & Street Tree pruning and stump removal service.

H. ITEMS REMOVED FROM THE CONSENT AGENDA:

I. PUBLIC HEARINGS AND MEETINGS:

11. Public Hearing: Ordinance 708, an Ordinance to replace Chapter 5.50 of the Corning Municipal Code relating to permanent and Mobile Vending in the City of Corning. (Introduction & 1st Reading)
12. Public Hearing: Ordinance 709, an Ordinance to amend and add to Chapter 12 of the Corning Municipal Code relating to Sidewalk Vending in the City of Corning. (Introduction & 1st Reading)

J. REGULAR AGENDA:

13. Accept \$1,000 donation from Corning Rotary to Corning Recreation Department to fund the purchase of the Jr. Cardette Uniforms.
14. Adopt Resolution No. 03-12-2024-01, a Resolution setting fees for "Free Swim Day" Sponsorship.
15. Seek direction on Support for Smokefree Housing request.
16. Declare Community Easter Egg Hunt a Community Event and approve a \$500 donation from the City's Community Events Fund.
17. Approve and adopt the HHAP (Homeless Housing Assistance and Prevention) Action Plan and authorize the City Manager to sign the Multi-Jurisdictional Memorandum of Understanding (MOU).

K. ITEMS PLACED ON THE AGENDA FROM THE FLOOR:

L. COMMUNICATIONS, CORRESPONDENCE, AND INFORMATION: None

M. REPORTS FROM MAYOR AND COUNCIL MEMBERS: City Councilmembers will report on attendance at conferences/meetings reimbursed at City expense (Requirement of Assembly Bill 1234).

Demo:
Lomeli:
Hargens:
Valerio:
Snow:
N. ADJOURNMENT:

POSTED: FRIDAY, MARCH 8, 2024



**CITY OF CORNING
SPECIAL CITY COUNCIL
STUDY SESSION MEETING MINUTES
TUESDAY, FEBRUARY 27, 2024
CITY COUNCIL CHAMBERS
794 THIRD STREET**

A. CALL TO ORDER: 5:30 p.m.

B. ROLL CALL:

**Council: Dave Demo
Jose "Chuy" Valerio
Shelly Hargens
Lisa Lomeli**

Mayor: Robert Snow

All members of the City Council were present except Councilors Valerio and Lomeli.

C. PUBLIC COMMENTS: None.

D. REGULAR AGENDA:

1. Marijuana Law Update PowerPoint presentation and discussion.

City Attorney Collin Bogener presented a PowerPoint presentation entitled "Marijuana Law Update."

Following the presentation by City Attorney Collin Bogener the City Council reviewed the City's GIS (Geographic Information System) Map presented showing distances from parks, schools, and possible locations legally acceptable for a marijuana business(s). It was clarified that under federal law, marijuana was still not legal.

Mayor Snow recommended City Council consider allowing a heavily regulated store front enabling the City to collect taxes and fees associated with business to fund the following:

- Additional Police Officers; and
- Drug Education classes (drug addiction/long term affects/etc.) presented through the Recreation Department.

Julie Johnson stated she would like Corning to remain a family friendly small town. She stated that Marijuana has changed, THC is uncontrollably high today in marijuana.

In conclusion it was stated that whatever decisions were made moving forward in regard to this issue, the City would comply with State Law at a minimum.

E. ADJOURN TO REGULARLY SCHEDULED CITY COUNCIL MEETING: 6:16 p.m.



**CITY OF CORNING
CITY COUNCIL MEETING AGENDA
TUESDAY, FEBRUARY 27, 2024
CITY COUNCIL CHAMBERS
794 THIRD STREET**

A. CALL TO ORDER: 6:30 p.m.

B. ROLL CALL:

**Council: Dave Demo
Jose "Chuy" Valerio
Shelly Hargens
Lisa Lomeli**

Mayor: Robert Snow

All members of the City Council were present except Councilor Lomeli.

C. PLEDGE OF ALLEGIANCE: Led by the City Manager.

D. INVOCATION: Led by Councilwoman Shelly Hargens.

E. PROCLAMATIONS, RECOGNITIONS, APPOINTMENTS, PRESENTATIONS: None.

F. PUBLIC COMMENTS AND BUSINESS FROM THE FLOOR:

Greg Jones, Candidate for District 5 Supervisor introduced himself and provided his contact information.

G. CONSENT AGENDA: It is recommended that items listed on the Consent Agenda be acted on simultaneously unless a Councilmember or members of the audience request separate discussion and/or action.

1. **Waive reading, except by title, of any Ordinance under consideration at this meeting for either introduction or passage, per Government Code Section 36934.**
2. **Waive the reading and approve the Minutes of the February 13, 2024 City Council Closed Session and Regular meeting with any necessary corrections.**
3. **February 22, 2024 Claim Warrant in the amount of \$334,212.73.**
4. **February 22, 2024 Business License Report.**

Councilor Valerio moved to approve Consent Items 1-4; Councilor Hargens seconded the motion.

Ayes: Snow, Demo, Valerio, and Hargens. Absent: Lomeli. Opposed/Abstain: None. Motion was approved by a 4-0 vote with Lomeli absent.

H. ITEMS REMOVED FROM THE CONSENT AGENDA: None.

I. PUBLIC HEARINGS AND MEETINGS: None.

J. REGULAR AGENDA:

Mayor Snow stated that he was going to reorganize the Agenda to move Item #7 (Discussion of the Mobile and Street Vending Ordinances) to the end of the Regular Agenda as he would be abstaining from discussion on these items due to possible conflict of interest.

5. **Adopt Resolution 02-27-2024-01, a Resolution accepting \$52,110.01, a portion of the California Citizen's Options for Public Safety (COPS) Grant Overage Funds.**

Presented by City Manager Brant Mesker. Police Chief Bassett stated the proposed modification is to update and secure the Police Department.

Councilor Demo moved to adopt Resolution 02-27-2024-1 accepting the funds offered through the Citizens' Option for Public Safety (COPS) Front-Line Law Enforcement Allocation Grant overage monies in the amount of approximately \$52,110.01 to be spent on building a new patrol officer workspace; Councilor Valerio seconded the motion. **Ayes: Snow, Demo, Valerio, and Hargens. Absent: Lomeli. Opposed/Abstain: None. Motion was approved by a 4-0 vote with Lomeli absent.**

6. **Adopt Resolution 02-27-2024-02, to accept \$100,000 in 2023 California Citizen's Options for Public Safety (COPS) Front-Line Law Enforcement Allocation Grant Funds and approve expending these funds in the 2024/2025 fiscal year to fund an existing Police Officer position with any overage costs funded by the General Fund.**

Presented by City Manager Brant Mesker who explained that these funds are sought and awarded each year and are used towards funding one existing Police Officer position.

Councilor Hargens moved to adopt Resolution 02-27-2024-2 accepting the \$100,000 in funds offered through the Citizens' Option for Public Safety (COPS) Front-Line Law Enforcement Allocation Grant and approve the use of these monies to fund a Police Officer position; Councilor Valerio seconded the motion. **Ayes: Snow, Demo, Valerio, and Hargens. Absent: Lomeli. Opposed/Abstain: None. Motion was approved by a 4-0 vote with Lomeli absent.**

8. **Approve Agreement with Image Trend, LLC for Corning Fire Dispatch Center Software, Support, Training, and Implementation in the initial amount of \$9,100.**

Presented by City Manager Brant Mesker who explained that the existing programs being utilized are 20 years old.

Councilor Demo moved to approve the Agreement with Image Trend, LLC for software, installation, training, and customer support for the Fire Department's Dispatch Center in the estimated amount of \$9,100 through June 30, 2024 and authorize the City Manager to sign the Agreement. Councilor Valerio seconded the motion. **Ayes: Snow, Demo, Valerio, and Hargens.**

Absent: Lomeli. Opposed/Abstain: None. Motion was approved by a 4-0 vote with Lomeli absent.

9. Approve Assistant Finance Director Classification, Update the Position Allocation List, and authorize recruitment.

Presented by City Manager Brant Mesker who suggested the following changes to the proposed job classification/description:

- Paragraph 2: "monitors and maintains the City's payroll and payroll system".
- Adjust the last sentence to something such as "performs the necessary year end procedures along with related worksheets and schedules;" and
- Add: Tax reports, those required by the State Controller's Office and other agencies.
- Reviewing, monitoring, and maintaining payroll and payroll system, tax reporting, etc.

Councilor Hargens moved to approve the Assistant Finance Director Class Specification, add the position to the position allocation list, and authorize the recruitment; Councilor Valerio seconded the motion. **Ayes: Snow, Demo, Valerio, and Hargens. Absent: Lomeli. Opposed/Abstain: None. Motion was approved by a 4-0 vote with Lomeli absent.**

10. Annual Mid-Year Budget review and general discussion – FY 2023/2024.

Presented by City Manager Brant Mesker.

Councilor Demo moved to approve the proposed budget adjustments as depicted in Exhibit A and B; Councilor Valerio seconded the motion. **Ayes: Snow, Demo, Valerio, and Hargens. Absent: Lomeli. Opposed/Abstain: None. Motion was approved by a 4-0 vote with Lomeli absent.**

7. Review, discuss, and possible alterations to the draft Mobile Vending and Street Vending Ordinances to be introduced at the March 12, 2024 City Council Meeting:

- a) Ordinance 708, Mobile Vending; and
- b) Ordinance 709, Sidewalk Vending.

Mayor Snow announced that he would be abstaining from participating in the discussion of this item due to a possible conflict of interest and left the meeting at 6:58 p.m. This item was presented by City Attorney Collin Bogener.

Audience member (El Pinche Taco) confirmed that the restroom requirement for the proposed Ordinance 708 (Mobile Vending Trucks) was for employees only, not the public.

Discussion item only, no action taken.

K. ITEMS PLACED ON THE AGENDA FROM THE FLOOR: None

L. COMMUNICATIONS, CORRESPONDENCE, AND INFORMATION: None

M. REPORTS FROM MAYOR AND COUNCIL MEMBERS: City Councilmembers will report on attendance at conferences/meetings reimbursed at City expense (Requirement of Assembly Bill 1234).

Demo: Reported on attendance at the Tehama County Transportation Committee (TCTC) meeting; TRAX ridership is up by 35%.

Valerio: Announce two upcoming Chamber of Commerce related events which were:

- Chamber Dinner to be held April 27th with a Medieval Royalty theme; and
- Golf tournament on May 18th at "The Links" at Rolling Hills Casino.

Hargens: Nothing to report.

Lomeli: Absent

Snow: Nothing (left the meeting at 6:58 p.m.)

N. ADJOURNMENT: Vice Mayor Demo closed the meeting at 7:06 p.m.



Lisa M. Linnet, City Clerk



**CITY OF CORNING
SPECIAL CITY COUNCIL MEETING MINUTES
FEE SCHEDULE STUDY SESSION
WEDNESDAY, FEBRUARY 28, 2024
CITY COUNCIL CHAMBERS
794 THIRD STREET**

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A. CALL TO ORDER: 3:30 p.m.

B. ROLL CALL:

**Council: Dave Demo
Jose "Chuy" Valerio
Shelly Hargens
Lisa Lomeli
Mayor: Robert Snow**

Council members present were Snow, Demo, Hargens, Valerio, and Lomeli.

C. PUBLIC COMMENTS: None.

D. REGULAR AGENDA:

- 1. Study Session to review the Comprehensive Use Fee Study provided by Revenue Costs Specialists (RCS).**

Presented by City Manager Brant Mesker and Eric Johnson from RCS.

Upon completion of the presentation the following suggestions were made:

Councilor Demo suggested some fee amounts be based upon resident vs nonresident.

Mayor Snow suggested consideration of incremental fee increases, possibly a 2-year period for fees increased by 100%. City Manager Mesker stated that due to the length of time since the last fee increases, and costs for materials and service have continued to increase, most, if not all of the fees are recommended to be increased by 100%. He suggested considering a higher increase than the recommended 100% in order to keep pace with inflation. Mayor Snow responded suggesting that all increases above \$3,000 be initiated in two (2) year increments; City Manager Mesker suggested lowering that dollar amount to \$2,500 to be initiated in two (2) year increments and noted in the associated fee increase Resolution.

Councilor Hargens questioned stretching the increases out over 2 years. She believes initiating the full fee implementation could be frustrating for people doing projects with the fees changing every year, or every other year.

Mayor Snow suggested that appeal fees could be reimbursed or waived if the appeal were won 100%; City Manager Mesker suggested a reduction possibly; but not fully waived as staff time was still expended, and the reduction would need to be brought before City Council for approval.

It was stated that a fee waiver could be requested for certain parades and special events and brought before the City Council for their consideration and approval.

Meeting Closed at: 4:26 p.m.

Lisa M. Linnet, City Clerk



MEMORANDUM

TO: HONORABLE MAYOR AND COUNCIL MEMBERS

FROM: LORI SIMS
ACCOUNTING TECHNICIAN

DATE: March 7, 2024

SUBJECT: Cash Disbursement Detail Report for the
Tuesday March 12, 2024 Council Meeting

PROPOSED CASH DISBURSEMENTS FOR YOUR APPROVAL CONSIST OF THE FOLLOWING:

A.	Cash Disbursements	Ending 02-29-24	\$	91,044.61
B.	Payroll Disbursements	Ending 02-29-24	\$	54,860.77
C.	Cash Disbursements	Ending 03-06-24	\$	316,646.43
D.	Payroll Disbursements	Ending 03-06-24	\$	82,224.58

GRAND TOTAL \$ 544,776.39

REPORT.: Mar 01 24 Friday
 RUN...: Mar 01 24 Time: 14:32
 Run By.: LORI SIMS

CITY OF CORNING
 Cash Disbursement Detail Report
 Check Listing for 02-24 thru 02-24 Bank Account.: 1020

PAGE: 001
 ID #: PY-DP
 CTL.: COR

Check Number	Check Date	Vendor Number	Name	Net Amount	Invoice #	Description
036663	02/23/24	ECO05	ECORP CONSULTING, INC.	8903.25 3645.00	101576R 102180R	PROF SVCS-PLANNING PROF SVCS-PLANNING
Check Total.....:				12548.25		
036664	02/23/24	MGT00	MGT OF AMERICA, INC.	1000.00	56097	PROF SVCS-GEN CITY
036665	02/23/24	MIR05	MIRON, FRANCISCO	83.00	240222	TRAINING/ED-FIRE
036666	02/23/24	POR04	PORTILLO, MATTHEW	234.82	240221	TRAINING/ED-POLICE
036667	02/26/24	COL05	COLLETTE'S CRAFT BARN	40.00	04	MAT & SUPPLIES-
036668	02/26/24	LAC01	LACY, CLINT	600.00	240224	REC INSTRUCTOR-REC
036669	02/26/24	NOR52	SHAWN P. DIETRICK	28500.00	1103	AWNING/DOWNTOWN ARPA (GRANT PYMT #5)
036670	02/26/24	STA18	STATE OF CALIFORNIA	130.00	1716802	BLD MAINT-TRANS FAC (CALOSHA FINE)
036671	02/27/24	COR2A	TERESA LAMB	75.00	37126	MAT & SUPPLIES-REC (MARCH 2024 RENT)
036672	02/27/24	KIN14	KINETICS ACADEMY OF DANCE	184.00	240225	REC INSTRUCTOR-REC
036673	02/27/24	PGE2B	PG&E	224.70	8272393-3	SOLAR-WWTP
036674	02/28/24	AQU00	AQUA-METRIC SALES COMPANY	5809.73 2677.18	0099946 0099974	WELL REPAIRS-WTR CAP IMPROV EQUIP MAINT-WTR
Check Total.....:				8486.91		
036675	02/28/24	ASB00	ASBURY ENVIRONMENTAL SERV	100.00	01034282	MAT & SUPPLIES-MECH MAINT
036676	02/28/24	ATT02	AT&T	525.38	21311444	COMMUNICATIONS-
036677	02/28/24	BOB01	BOBCAT OF CHICO	261.14	01-80542	EQUIP MAINT-SWR
036678	02/28/24	BUR08	BURNETT, KAREN S.	90.00	240226	REC INSTRUCTOR-REC
036679	02/28/24	COM01	COMPUTER LOGISTICS, INC	3720.00	84898	EQUIP MAINT-
036680	02/28/24	COR02	CORNING OBSERVER	72.70	240321	BOOKS/PERIODICS-LIBRARY
036681	02/28/24	COR08	CORNING LUMBER CO INC	122.93	240225	MAT & SUPPLIES-
036682	02/28/24	HUN03	HUNTERS SERVICES INC.	958.33 958.33	342114 343957	PEST & WEED/TREE SPRAYING- PEST & WEED/TREE SPRAYING-
Check Total.....:				1916.66		
036683	02/28/24	INL01	INLAND BUSINESS SYSTEMS	146.84	IN4001197	COMMUNICATIONS-
036684	02/28/24	LAM05	LAMB UNLIMITED GENERAL EN	725.85	284	POST STORM EXPENSES-BLD MAINT
036685	02/28/24	MUR02	MURRISON PH.D., KITT	450.00	CPD200A	PROF SVCS-POLICE
036686	02/28/24	NAP01	NAPA AUTO PARTS	746.06	240225	VEH OP/MAINT-
036687	02/28/24	PAC29	PACE ANALYTICAL SERVICES,	234.56	240143628	PROF SVCS-WTR DEPT
036688	02/28/24	PGE2A	PG&E	81.54	240226	ELECT-CORNING COMMUNITY PARK
036689	02/28/24	PGE2B	PG&E	16736.43	240226	ELECT-WWTP
036690	02/28/24	PLA06	PLACEWORKS, INC.	10540.00	83205	PROF SVCS-PLANNING
036691	02/28/24	PUL01	PULSE URGENT CARE	515.00	64613	PROF SVCS-POLICE
036692	02/28/24	RED15	RED TRUCK ROCK YARD, LLC	59.52	1567	MAT & SUPPLIES-PARKS
036693	02/28/24	RON03	RON DUPRATT FORD	251.74 193.05	468989 468989X1	VEH OP/MAINT-POLICE VEH OP/MAINT-POLICE
Check Total.....:				444.79		
036694	02/28/24	SCH01	LES SCHWAB TIRE CENTER	65.00	00499931	VEH OP/MAINT-POLICE
036695	02/28/24	BRI02	BRISENO, NICOLAS	280.00	240223	REC INSTRUCTOR-REC (YOUTH BASKETBALL)
036696	02/28/24	DEL05	DE LARA, ALAN	280.00	240223	REC INSTRUCTOR-REC (YOUTH BASKETBALL)
036697	02/28/24	PIN00	PINTOR, BRICK	280.00	240223	REC INSTRUCTOR-REC (YOUTH BASKETBALL)
036698	02/28/24	RAK00	RAKER, KAIDAN K.	280.00	240223	REC INSTRUCTOR-REC (YOUTH BASKETBALL)
036699	02/29/24	\A095	ARISHTI LLC	51.13	000C40201	MQ CUSTOMER REFUND FOR ARI0011
036700	02/29/24	\E027	MARK ESPINOZA	50.00	000C40201	MQ CUSTOMER REFUND FOR ESP0029
036701	02/29/24	\G051	LUZ GALICIA	128.12	000C40201	MQ CUSTOMER REFUND FOR GAL0015
036702	02/29/24	\P064	PRIME LENDING	34.28	000C40201	MQ CUSTOMER REFUND FOR PRI0036
Cash Account Total.....:				91044.61		
Total Disbursements.....:				91044.61		
Cash Account Total.....:				.00		

REPORT.: Mar 01 24 Friday
 RUN....: Mar 01 24 Time: 14:32
 Run By.: LORI SIMS

CITY OF CORNING
 Cash Disbursement Detail Report - Payroll Vendor Payment(s)
 Check Listing for 02-24 thru 02-24 Bank Account.: 1025

PAGE: 002
 ID #: PY-DP
 CTL.: COR

Check Number	Check Date	Vendor Number	Name	Net Amount	Invoice #	Description
14291	02/29/24	AFL01	AFLAC	805.56	C40229	AFLAC INS.PRE TAX
				96.56	1C40229	AFLAC INS.AFTER TAX
			Check Total.....:	902.12		
14292	02/29/24	BLU02	BLUE SHIELD OF CALIFORNIA	20783.13	C40229	MEDICAL INSURANCE
14293	02/29/24	OEU01	OPERATING ENGINEERS #3	26947.00	C40229	MEDICAL INSURANCE
14294	02/29/24	OEU02	OPERATING ENG. (DUES)	345.00	C40229	UNION DUES MGMT
				621.00	1C40229	UNION DUES POLICE
				594.00	2C40229	UNION DUES DISPATCH
				1340.00	3C40229	UNION DUES-MISC
			Check Total.....:	2900.00		
14295	02/29/24	PRI04	PRINCIPAL LIFE INSURANCE	2179.07	C40229	DENTAL INSURANCE
				234.25	1C40229	VISION INSURANCE
				915.20	2C40229	LIFE INSURANCE
			Check Total.....:	3328.52		
			Cash Account Total.....:	54860.77		
			Total Disbursements.....:	54860.77		

REPORT.: Mar 07 24 Thursday
 RUN....: Mar 07 24 Time: 08:29
 Run By.: LORI SMS

CITY OF CORNING
 Cash Disbursement Detail Report
 Check Listing for 03-24 thru 03-24 Bank Account.: 1020

PAGE: 001
 ID #: PY-DP
 CTL.: COR

Check Number	Check Date	Vendor Number	Name	Net Amount	Invoice #	Description
036703	03/01/24	COR07	CORBIN WILLITS SYSTEMS, I	813.77	000C403011	EQUIP MAINT-FINANCE
036704	03/01/24	COR09	CORNING CHAMBER OF COMM.	1000.00	000C403011	CngChamberComm. Economic
036705	03/01/24	MOO07	MOORE & BOGENER, INC.	5525.00	000C403031	CONSULTING SVCS-LGL SVCS
036706	03/01/24	NEL00	NELSON, JEFFREY NEIL	54.70	000C403011	PROF SVCS-FIRE DEPT
036707	03/01/24	OCH01	OCHOA CLEANING	4655.00	000C403011	JANITORIAL SERVICES-
036708	03/01/24	SCH16	SCHLERETH, DAYMON WAYNE	104.70	000C403011	PROF SVCS-FIRE DEPT
036709	03/05/24	AIR00	AIRGAS USA, LLC	76.03	550646222	MAT & SUPPLIES-FIRE
036710	03/05/24	BUS01	BUSINESS CONNECTIONS	57.00	84879	MAT & SUPPLIES-REC
036711	03/05/24	CAR20	CARTER, LILY	100.00	240221	REC INSTRUCTOR-REC (JR. CARDETTES)
				25.00	240307	REC INSTRUCTOR-REC (JR. CARDETTES)
			Check Total.....:	125.00		
036712	03/05/24	COA06	COAR DESIGN GROUP	91037.10	22159	PROP 68 PRE CONS-CITY PLAZA & REC CENTER
036713	03/05/24	COL05	COLLETTE'S CRAFT BARN	48.00	05	MAT & SUPPLIES-
036714	03/05/24	DEP12	DEPT OF JUSTICE	260.00	711220	PROF SVCS-POLICE
036715	03/05/24	DIV02	DIVISION OF THE STATE ARC	17.20	20231231	PROF SVCS-FINANCE
036716	03/05/24	DM001	DM-TECH	119.90	202403011	COMMUNICATIONS-GEN CITY
036717	03/05/24	FAI01	FAILSAFE TESTING, LLC	1100.00	13338	EQUIP MAINT-FIRE
036718	03/05/24	FER02	FERGUSON WATERWORKS #1423	2432.46	1842997	WTR METER REPLAC-WTR CAP IMPROV
036719	03/05/24	GAR09	GARCIA, GISELLE NYLENE	100.00	240221	REC INSTRUCTOR-REC (JR. CARDETTES)
				25.00	240307	REC INSTRUCTOR-REC (JR. CARDETTES)
			Check Total.....:	125.00		
036720	03/05/24	GRE06	GREG'S HEATING & A/C	145.00	26005	BLD MAINT-FIRE
036721	03/05/24	HUN03	HUNTERS SERVICES INC.	958.33	345871	PEST & WEED/TRBE SPRAYING-
036722	03/05/24	INF00	INFRAMARK, LLC	88417.60	111034	PROF SVCS-WWTP
036723	03/05/24	KNI00	KNIFE RIVER CONSTRUCTION	881.81	299599	A/C CITYWIDE-STR
036724	03/05/24	LAU01	LAUREL AG & WATER	18.53	028825	MAT & SUPPLIES-WTR
036725	03/05/24	LBE00	LEE, JACQUELINE PATTON	75.00	240302	REC INSTRUCTOR-REC
036726	03/05/24	LIN08	LINDER, TAYLAR	100.00	240221	REC INSTRUCTOR-REC (JR. CARDETTES)
				25.00	240307	REC INSTRUCTOR-REC (JR. CARDETTES)
			Check Total.....:	125.00		
036727	03/05/24	MIS01	MISSION LINEN SUPPLY	122.00	520990980	MAT & SUPPLIES-PARKS
036728	03/05/24	PAC29	PACE ANALYTICAL SERVICES,	187.96	240158728	PROF SVCS-WTR DEPT
036729	03/05/24	PAY01	PAYGOV.US LLC	2994.32	1349	BANKG/FEES/CHRG-FINANCE
036730	03/05/24	PGE04	PG&E	574.09	240229	TranspFacility-
036731	03/05/24	PGE2A	PG&E	243.48	240228	ELECT-MCDONALD,CASSANDRA, SALADO L&L & TOOMES AVE
				20.67	240229	ELECT-CLELAND PROP
				90.41	240228A	ELECT-MARTINI PLAZA
			Check Total.....:	354.56		
036732	03/05/24	RED00	RED BLUFF DAILY NEWS	104.19	006813063	PRINT/ADVERT-CITY CLERK
036733	03/05/24	ROD10	RODRIGUEZ, JESENIA	1380.00	240229	REC INSTRUCTOR-REC (COORDINATOR)
				270.00	240229A	REC INSTRUCTOR-REC
			Check Total.....:	1650.00		
036734	03/05/24	THO01	THOMES CREEK ROCK CO	581.17	240301	MAT & SUPPLIES-
036735	03/05/24	VAL11	VALLEY PACIFIC PETROLEUM	1484.38	24-732744	MAT & SUPPLIES-
				1490.50	24-732745	VEH OP/MAINT-
				321.89	24-732746	VEH OP/MAINT-FIRE
			Check Total.....:	3296.77		
036736	03/06/24	ARA02	ARAMARK UNIFORM SERVICES	88.05	504384	Mat/Supplies-Bld Maint
				88.05	509200	Mat/Supplies-Bld Maint
				88.05	515273	Mat/Supplies-Bld Maint
				88.05	520719	Mat/Supplies-Bld Maint
			Check Total.....:	352.20		
036737	03/06/24	ATT17	AT&T	123.05	240229	Communications-Fire

REPORT.: Mar 07 24 Thursday
 RUN....: Mar 07 24 Time: 08:29
 Run By.: LORI SIMS

CITY OF CORNING
 Cash Disbursement Detail Report
 Check Listing for 03-24 thru 03-24 Bank Account.: 1020

PAGE: 002
 ID #: PY-DP
 CTL.: COR

Check Number	Check Date	Vendor Number	Name	Net Amount	Invoice #	Description
036738	03/06/24	BUI01	BUILDER SOLUTIONS, INC.	66607.75 13503.36	8-0 8-W	Construction:ATP-Olive View Project Construction:ATP-West St Project
Check Total.....:				100111.11		
036739	03/06/24	COR11	CORNING SAFE & LOCK	16.70	9946	Mat/Supplies-Parks
036740	03/06/24	FIR13	FIRST NATIONAL BANK OMAHA	1481.97	02272024	Office Supplies-
036741	03/06/24	HOU00	HOUSING TOOLS, LLC	187.50	3126	Prof Serv-Gen City
036742	03/06/24	RED00	RED BLUFF DAILY NEWS	192.67	6814566	Print/Advertise-City Clerk
036743	03/06/24	SED00	SEDANO, JACQUELYN	125.00	240307	Rec Instructor-Jr Cardettes
036744	03/06/24	SEI01	SEILER, ROY R., CPA	2896.00	30582	Prof Services-Finance
036745	03/06/24	SOU06	SOUTH AVENUE ACE	1219.03	240227	Mat/Supplies-Streets
036746	03/06/24	TEH15	TEHAMA CO SHERIFF'S DEPT	73.50 147.00	02292024 12312023	Prof Services-Police Prof Services-Police
Check Total.....:				220.50		
036747	03/06/24	TPX00	TPX COMMUNICATIONS	1133.51	177716257	Communications-
036748	03/06/24	VIK02	VIKING CONSTRUCTION	500.00	240305	Water-Developer Reimbursement
036749	03/06/24	WOO07	WOOTEN, WYATT	50.00	240305	Rec Instructor-Pokemon
Cash Account Total.....:				316646.43		
Total Disbursements.....:				316646.43		
Cash Account Total.....:				.00		

REPORT.: Mar 07 24 Thursday
 RUN....: Mar 07 24 Time: 08:29
 Run By.: LORI SIMS

CITY OF CORNING
 Cash Disbursement Detail Report - Payroll Vendor Payment(s)
 Check Listing for 03-24 thru 03-24 Bank Account.: 1025

PAGE: 003
 ID #: PY-DP
 CTL.: COR

Check Number	Check Date	Vendor Number	Name	Net Amount	Invoice #	Description
14305	03/06/24	BAN03	POLICE OFFICER ASSOC.	200.00	C40306	POLICE OFFICER ASSOC
14306	03/06/24	EDD01	EMPLOYMENT DEVELOPMENT	6231.07 1780.48	C40306 1C40306	STATE INCOME TAX SDI
			Check Total.....	8011.55		
14307	03/06/24	FED00	FEDERAL PAYROLL TAXES (EF	15334.39 19740.96 4668.18	C40306 1C40306 2C40306	FEDERAL INCOME TAX FICA MEDICARE
			Check Total.....	39743.53		
14308	03/06/24	MIS03	MISSIONSQUARE - PLAN#3020	942.99 122.50	C40306 1C40306	MISSIONSQUARE 457 MISSIONSQUARE 457 ER
			Check Total.....	1065.49		
14309	03/06/24	PERS1	PUBLIC EMPLOYEES RETIRE	27793.39	C40306	PERS PAYROLL REMITTANCE
14310	03/06/24	PERS4	Cal Pers 457 Def. Comp	2123.08 430.00	C40306 1C40306	PERS DEF. COMP. PERS DEF. COMP. ER P
			Check Total.....	2553.08		
14311	03/06/24	VAL06	VALIC	2587.54 270.00	C40306 1C40306	AIG VALIC P TAX AIG VALIC P TAX ER P
			Check Total.....	2857.54		
			Cash Account Total.....	82224.58		
			Total Disbursements.....	82224.58		

Date.: Mar 7, 2024
Time.: 8:58 am
Run by: LORI SIMS

CITY OF CORNING
NEW BUSINESSES FOR CITY COUNCIL

Page.: 1
List.: NEWB
Group: WTFMBM

Business Name	Address	CITY/STATE/ZIP	Business Desc	Bus Start Date
MARIOTT WELDING INC	200 E MINNER AVE	BAKERSFIELD, CA 93308		02/27/24
ROOFCO, INC.	3850 CINCINNATI AVE	ROCKLIN, CA 95765	ROOFING REPAIR AND REPLACEMENT	02/27/24
SUBWAY CORNING	951 HIGHWAY 99W SUITE 101	CORNING, CA 96021	SUB SANDWICHES, SALADS/SOUPS	02/28/24

CITY OF CORNING

**TREASURER'S REPORT
FEBRUARY 2024**

<u>AGENCY</u>	<u>BALANCE</u>	<u>RATE</u>
Local Agency Investment Fund	\$ 13,504,010.01	4.00%

Respectfully submitted:

Laura L. Calkins
City Treasurer



Monthly Permit Report

02/01/2024 - 02/29/2024

Permit #	Permit Date	Main Status	Parcel #	Parcel Address	Owner Name	Owner Address	Owner City	Owner Zip	Permit Type	Project Cost
24041	2/26/2024	ISSUED	073-165-005-000	1573 First St.	Smith, Michael A Jr et al	1573 First St	Corning	96021	Building	\$1,500
24040	2/23/2024	Online Applic.	071-102-003-000	1615 Butte St.	Estes Living Trust 4/18/18; Estes, Robert A ETAL TRS	1615 Butte St.	Corning	96021	Solar	\$12,500
24039	2/23/2024	Online Applic.	071-062-044-000	510 Toomes Ave	Dept. of Veterans Affairs	510 Toomes Ave	Corning	96021	Solar	\$85,000
24038	2/22/2024	ISSUED	073-141-004-000	705 Chestnut St.	Pahua, Ubaldo & Margarita	P O Box 1247	Corning	96021	Solar	\$38,000
24037	2/22/2024	ISSUED	071-241-008-000	1291 6th Ave.	Johnson, Jeannie A. & Johnson, Tommy	1291 6th Ave	Corning	96021	HVAC	\$16,030
24036	2/22/2024	Under Review	071-111-008-000	1302 Butte St	Neisen, Ryan J et al	1302 Butte St	Corning	96021	Solar	\$30,960
24035	2/20/2024	Online Applic.	071-292-025-000	1701 Palm Ave	Lopez, Abelardo Arcos ETAL	1509 Meadowbrook Ln.	Corning	96021	Mechanical	\$3,525
24034	2/20/2024	ISSUED	071-072-004	1941 Colusa St.	Parker, Nathan K & Sylvia	1941 Colusa St.	Corning	96021	Solar	\$28,999
24033	2/19/2024	ISSUED	071-043-008-000	1508 Tehama St.	Diego, Mario D	1508 Tehama St.	Corning	96021	Building	\$3,388
24032	2/19/2024	Under Review	071-250-031-000	2151 Fig Ln. #16	Maywood Associates LTSD % P A M Companies	P O Box 1570	Lodi	95241	Building	\$243,840
24031	2/16/2024	ISSUED	071-062-012-000	2067 Colusa St.	King, James Richard & King, Maria Mercedes	2067 Colusa St.	Corning	96021	ReModel	\$1,500
24030	2/14/2024	Finaled	073-220-012-000	631 El Verano Ave.	Shults, Stephen L & Shults, Summer M.	631 El Verano Ave.	Corning	96021	Roof	\$11,660
24029	2/13/2024	Finaled	071-062-044-000	510 Toomes Ave.	Turner, Jonathan M & Turner, Renae L.	510 Toomes Ave.	Corning	96021	Roof	\$11,990
24028	2/12/2024	ISSUED	071-020-034-000	1785 Blue Heron Ct.	Rivera Antonio Villa ETAL	1785 Blue Heron Ct.	Corning	96021	Plumbing	\$2,100
24027	2/12/2024	ISSUED	073-200-002-000	468 Marguerite Ave.	ALLEN, CHRIS	468 Marguerite Ave.	Corning	96021	Solar	\$45,423
24026	2/8/2024	approved " FEES DUE "	071-062-019-000	2006 Dolla Ct.	Richard M Nelson SEP PROP Trust 6/14/17; Nelson, Richard M TR	2006 Dolla Ct.	Corning	96021	Solar	\$37,000

24025	2/7/2024	ISSUED	071-250-018-000	1515 Hwy 99W	Humble Estates Corporation TRS Mansour L/TR 05/10 2002	9566 Dunkerrin Way	Elk Grove	95758	Signs	\$1,000
24024	2/6/2024	ISSUED	071-154-005-000	918 Fairview Ave.	Pablo Nerey	3211 Woodson Ave	Corning	96021	Building	\$7,500
										\$581,915

Total Records: 18



CITY OF CORNIG WASTEWATER OPERATIONS SUMMARY REPORT FEBRUARY 2024

Below is a summary of the monthly operations report that will be available for review in March 2024.

- Completed monthly reports
- Held staff meeting to discuss facility operations and issues
- Held daily safety tailgate meetings
- Inspected eyewash stations and emergency showers
- Completed testing of chemical release sensors
- Calibrated SO3 analyzer
- Inspected all fire extinguishers
- Calibrated gas detector
- Exercised emergency generator
- Submitted ESMR/DMR report to Regional Board



- Completed monthly facility inspection
- Completed pretreatment inspections at several restaurants.
- Completed inspections on collection system trouble spots
- Calibrated lab balance
- Responded to sewer spill on North and Del Rio Street, cleared blockage, notified all required agencies and submitted spill report.
- Telstar Inc. on site to receive new chemical tanks.
- Installed new pump motor and hoses on SO2 analyzer.

February 2024

Effluent Flow Monthly Average= 797,793 GPD

**ITEM NO: G-9
APPROVE PURCHASE OF 80 WATER
METERS TO REPLACE EXISTING
WATER METERS IN THE AMOUNT OF
\$15,096.90.**

MARCH 12, 2024

TO: HONORABLE MAYOR AND COUNCIL MEMBERS

**FROM: BRANT MESKER, CITY MANAGER 
ELIJAH STANLEY, PUBLIC WORKS DIRECTOR **

BACKGROUND:

Due to the ongoing need to update the City's water meters throughout town, the City allocated \$25,000 for water meter replacement in the annual budget for the fiscal year 2023/2024.

The updated water meters allow staff to automatically collect consumption, diagnostic, and status data from water devices via a touch reader and then transfer that data to a central database for billing and analysis. The meters are also equipped with smart water alarms that detect leaks, reverse flow, empty pipes, and tampering allowing the Public Works personnel to work efficiently and quickly to resolve issues in the field.

The Corning Public Works Department has received a quote for the purchase of 80 new water meters in the amount of \$15,096.90. The quantity of this purchase allows the City to both replace water meters that are in desperate need of an upgrade as well as to have additional meters on hand to be used on an as-needed basis.

FINANCIAL:

During the fiscal year 2023/2024 budgeting process, staff budgeted \$25,000 for Water Meter Replacement under budget line item 630-9203-7420. The proposed purchase price of \$15,096.90 would not exceed that budgeted amount. If approved, this purchase would be charged as follows:

- Water Meter Replacement 630-9203-7420 \$15,096.90

RECOMMENDATION:

MAYOR AND COUNCIL APPROVE THE:

- **AUTHORIZE THE PURCHASE OF 80 WATER METERS AND AUTHORIZE THE CITY MANAGER TO SIGN THE PURCHASE ORDER.**

ATTACHMENT:

- Aqua-Metric Quote



Sales Quote

February 21, 2024

Aqua-Metric Sales Company
Mike Bortoletto - Solutions Specialist
1060 National Drive #5. Sacramento, CA 95834
Phone: (916)668-4656 | Cell: (916)-824-4552

Quote for: City of Corning
Attention: Steve Linderman
Address: 794 Thlrld St
City, State, ZIP: Corning, CA 96021
Phone:
Email:

Quantity	Description	Unit Price	Line Total
60	3/4" IPerl TRPL 7.5" USG	\$151.00	\$9,060.00
20	1" IPer TRPL USG	\$245.00	\$4,900.00
0			

Subtotal	\$13,960.00
Shipping & Handling	\$55.00
Sales Tax	\$1,081.90
Total	\$15,096.90

This quote for the product and services named above is subject to the following terms::

1. All quotes are subject to the Aqua-Metric Terms of Sale.
2. Quote is valid for thirty days.
3. Freight allowed on single orders exceeding \$20,000.00.
4. Net Thirty Days to Pay
5. Returned product may be subject to a 25% restocking fee.
6. Sales Tax and/or Freight charges are approximated and may vary on final invoice.

ITEM NO.: G-10
AUTHORIZE STAFF TO SEEK
PROPOSALS FOR A 3-YEAR PALM
TREE AND STREET TREE PRUNING
SERVICE AND STUMP REMOVAL.

MARCH 12, 2024

TO: HONORABLE MAYOR AND COUNCILMEMBERS

FROM: BRANT MESKER, CITY MANAGER 
ELIJAH STANLEY, PUBLIC WORKS DIRECTOR 

SUMMARY:

Staff requests Council authorization to seek proposals for a 3-year palm tree and street tree pruning and stump removal contract for the fiscal years 2023/2024 – 2026/2027. This project will encompass the pruning of up to 514 palm trees, 800 street trees, and stump removal upon request located within the street rights-of-way in the City, not to exceed the budgeted \$42,000 per year.

BACKGROUND:

The palm trees were last pruned in the winter of 2020 (FY 2019/2020) and the street trees were last pruned in the winter of 2021 (FY 2020/2021). Due to the break in service, the trees are in desperate need of maintenance. To avoid interruptions in service the Public Works Department requests combining palm tree and street tree pruning along with stump removal into a 3-year contract encompassing all of the palm tree and street trees within city limits.

The 2023/2024 City Budget has allowed for a total of \$42,000 in funding for the pruning of City trees. The funding is budgeted under Public Works Street/Tree Pruning item numbers 111-8002-3000 (\$39,000) and 114-8002-3000 (\$3,000).

RECOMMENDATION:

MAYOR AND COUNCIL AUTHORIZE STAFF TO SEEK PROPOSALS FOR A 3-YEAR PALM TREE AND STREET TREE PRUNING SERVICE AND STUMP REMOVAL, NOT TO EXCEED THE BUDGETED \$42,000 PER FISCAL YEAR.



CITY OF CORNING PALM & STREET TREE PRUNING & TREE STUMP REMOVAL

Request for Proposals

**Closing Date:
May 10th, 2024**

**Project Location: Various Locations
Corning, CA 96021**

**Contact: Elijah Stanley
Public Works Director
530/828-7538
estanley@corning.org**



PALM AND STREET TREE PRUNING AND TREE STUMP REMOVAL
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Instruction to Bidders	4
Specifications	7
Proposal Forms	9
Certifications	10
Sample Agreement	14



NOTICE TO CONTRACTORS

Proposals will be received at the office of the City Clerk of the City of Corning, 794 Third Street, Corning, California 96021 until 2:00 p.m. on May 10, 2024. At that time, all proposals will be publicly accepted, examined and declared for:

CITY OF CORNING PALM & STREET TREE PRUNING & TREE STUMP REMOVAL

The work under this solicitation includes supplying all labor, materials, and equipment to provide tree trimming and maintenance, tree removal, stump grinding, and/or tree emergency response services to the City of Corning. The Contract will be for a three-year period. All work shall be in accordance with the General Provisions, Special Provisions and/or sample contract included in the bid package.

No proposal will be accepted unless it is made on a Proposal form furnished by the City of Corning.

In accordance with the provisions of Section 1770, and following, of the Labor Code of the State of California, the City of Corning has ascertained that the general prevailing rate of wages applicable to the locality in which the work is to be done will be listed in the "General Prevailing Wage Rates as determined by the Director of Industrial Relations," which is on file at City Hall and available from the California Department of Industrial Relations Internet website at www.dir.ca.gov.

It is mandatory that the Contractor to whom the contract is awarded and any subcontractor under him pay not less than said specified rates to all persons employed by them or either of them in the execution of the contract. The successful bidder shall post a copy of such determination at the job site.

No proposal will be accepted from a Contractor who is not currently licensed in accordance with the provisions of Chapter 9, Division III of the Business and Professions Code. Subcontractors shall also be licensed as required by said code.

A contractor and/or subcontractor shall not be qualified to bid on, be listed in a bid proposal, subject to the requirements of Section 4104 of the Public Contract Code, or engage in the performance of any contract for public work, as defined in this chapter, unless currently registered and qualified to perform public work pursuant to Labor Code Section 1725.5.

Contract documents, including project Specifications, are available on the City website, www.corning.org, or on www.CIPList.com.

Only one Contract will be awarded. The Contract, if awarded, will be awarded to the lowest responsive and responsible bidder as determined by the City. The lowest bid shall be the lowest total of the bid prices on the base bid and those additive items that are specifically identified in the bid solicitation. The City of Corning reserves the right to waive irregularities, accept or reject any and all bids, and make that award which is in the best interest of the City. If two or more bids are the same and the lowest, contract award will be the sole discretion of the City.

Bidders are hereby notified that in accordance with the provisions of Government Code Section 4590, securities may be substituted for any monies which the City may withhold pursuant to the terms of the Contract to insure performance.

Lisa M. Linnet, City Clerk
City of Corning



INSTRUCTION TO BIDDERS

A. INTRODUCTION

Each Proposal shall be in accordance with the Request for Proposals prepared by City of Corning. A copy of the Request for Proposals and associated bid documents are available on the City website www.corning.org or online at www.CIPList.com.

B. PRE-BID WALK THROUGH

There will NOT be a pre-bid walk through for this project.

C. DEFINITION OF TERMS

- 1. REQUEST FOR PROPOSAL DOCUMENTS:** The Request for Proposal Documents consist of the Notice to Contractors, Instructions to Bidders, Specifications, Proposal Forms, Sample Contract and any Addenda.
- 2. CONTRACT:** The Contract is the written agreement covering the performance of the work and the furnishing of labor, materials, tools, and equipment in the construction of the work. It includes supplemental agreements amending or extending the work contemplated and which may be required to complete the work agreements covering alterations, amendments or extensions to the Contract and includes Contract Change Orders.
- 3. CITY AND CONTRACTOR:** The City, their representative, and the Contractor are those mentioned as such in the documents. They are treated throughout the Contract Documents as if each were of the singular number and the masculine gender.
- 4. BIDDER:** Any individual, firm, partnership, or corporation submitting a Proposal for the work contemplated, acting directly or through a duly authorized representative.
- 5. PROPOSAL:** The offer of a Bidder for the work when made out and submitted on the prescribed Proposal form, properly signed and guaranteed.
- 6. PROPOSAL GUARANTEE:** A proposal guarantee/bidders bond is not required for this project.
- 7. DATE OF EXECUTION OF THE CONTRACT:** The date on which the Contract is signed by the Owner's authorized representative.
- 8. DAYS:** Unless otherwise specifically stated, the term "days" will be understood to mean calendar days.
- 9. WORK:** The term "work" means all the work specified, indicated, shown or contemplated in the Contract Documents, including all alterations, amendments or extensions thereto made by Contract Change Order or other written orders of the City or their representative.
- 10. SPECIFICATIONS:** The term "specifications" refers to the terms, provisions and requirements contained herein and referred to as General Conditions, Special Conditions and Technical Specifications. Where Standard Specifications such as those of ASTM, AASHTO, etc., have been referred to, the applicable portions of such Standard Specifications shall become a part of these Contract Documents.
- 11. PLANS:** The term "Plans" refers to the official Plans, profiles, cross sections, elevations, details and other working drawings and supplementary drawings, or reproductions thereof, signed by the City or their representative, which show the location, character,



dimensions, and details of the work to be performed. Plans may either be bound in the same book as the balance of the Contract Documents or bound in separate sets, and are a part of the Contract Documents regardless of the method of binding.

D. PREPARATION AND SUBMISSION OF PROPOSALS

Proposals must be submitted on the forms bound in this Request for Proposals, or facsimiles thereof, and must be signed by the Bidder or his authorized representative. Any corrections to the entries made on the Proposal forms must be initialed by the person signing the Proposal.

Bidders must bid on all items appearing on the Proposal form, unless specific directions allow for partial bids. Failure to bid all items may disqualify the Proposal. If bids on all items are not required, Bidders shall insert the words "No Bid" where appropriate. Alternate bids will not be considered unless specifically called for in the Proposal.

Electronic Proposals will not be considered. Modifications to Proposals already submitted will be allowed if received in writing, prior to the time fixed in the Notice to Contractors for opening of Proposals. Modifications shall be submitted as such, and shall not reveal the total amount of either the original or revised Proposal.

To ensure consideration, the Proposal should be enclosed in a sealed envelope with "SEALED BID – Palm and Street Tree Pruning and Tree Stump Removal - DO NOT OPEN." marked on the outside of the envelope. The sealed envelope containing the Proposal should be filed at the place and before the time set for opening of Proposals. Proposals received after the time indicated will not be accepted and will be returned unopened.

E. WITHDRAWAL OF PROPOSALS

Any bidder may withdraw his Proposal, either personally or by written request at any time prior to the scheduled closing time for receipt of bids. No bidder may withdraw his bid for a period of 30 days after the date set for opening. Negligence on the part of the bidder in preparing his bid shall not constitute a right to withdraw his bid subsequent to the bid opening.

F. ADDENDA AND EXPLANATIONS TO BIDDERS

Any request for explanation or interpretation of the Contract Documents must be made in writing at least 7 days before the time set for opening of Proposals. Any explanation or interpretation will be made in the form of Addenda to the Contract Documents and shall be furnished to all Bidders. Bidders shall submit signed copies of all Addenda with their Proposals. Oral explanations and interpretations will not be binding. Requests for explanation shall be directed to estanley@corning.org.

G. DISCREPANCIES

In case of discrepancies between unit prices and totals, unit prices will prevail. In case of discrepancy between words and figures, words will prevail.

H. ACCEPTANCE OR REJECTION OF PROPOSALS

The City reserves the right to reject any or all Proposals and to waive any informality in any Proposal. The award of Contract, if made, will be to the lowest responsible Bidder whose Proposal complies with the requirements of the Contract Documents. The award, if made, will be made within 30 days after the opening of Proposals. If the lowest responsible Bidder fails to sign and return the Contract with acceptable bonds and certificates of insurance, the City may award the Contract to the next lowest responsible Bidder.

I. EXECUTION OF CONTRACT



The Bidder whose Proposal is accepted shall sign and return the Contract with acceptable certificates of insurance within 14 calendar days after receiving notice that the Contract has been awarded to him. Failure to do so shall be just cause for annulment of the award.

Within approximately fourteen (14) days after receiving the signed Contract from the successful Bidder, the City's authorized agent will sign the Contract. Signature by both parties constitutes execution of the Contract.



SCOPE OF WORK AND SPECIFICATIONS FOR MAINTENANCE OF CITY PALM AND STREET TREES AND TREE STUMP REMOVAL

Scope of Work of City Palm Trees:

- Removal of damaged or dead fronds, loose petioles or boots, palm flowers and fruit stalks, and fruits/seeds. Loose petioles or boots are to be removed by hand. If they cannot be removed manually, they are to be left on the tree. Skirting of the palm trees will not be included in this scope of work.
- Cleanup and disposal of removed material and debris generated from removal.

The area of work will encompass palm trees located within the City of Corning City Limits as shown on the attached map, for an estimated total of up to 514 palm trees. Additional locations may be included at the direction of the Public Works Director.

Scope of Work of City Street Trees:

- Trim **all** dead, dying, diseased, decayed, or decaying, and obviously weak branches and stubs.
- All lower branches and hanging branches shall be pruned to provide a minimum of 14 feet clearance over the street and a minimum of 8 feet clearance over the sidewalk.
- Trim all branches that may interfere with the illumination of a streetlight so that the light may specifically shine onto the street.
- Tree limbs shall be removed and controlled in such a manner as to cause no damage or injury to people, animals, property, other parts of the tree, or other plants.
- Cleanup and disposal of removed material and debris generated from removal.

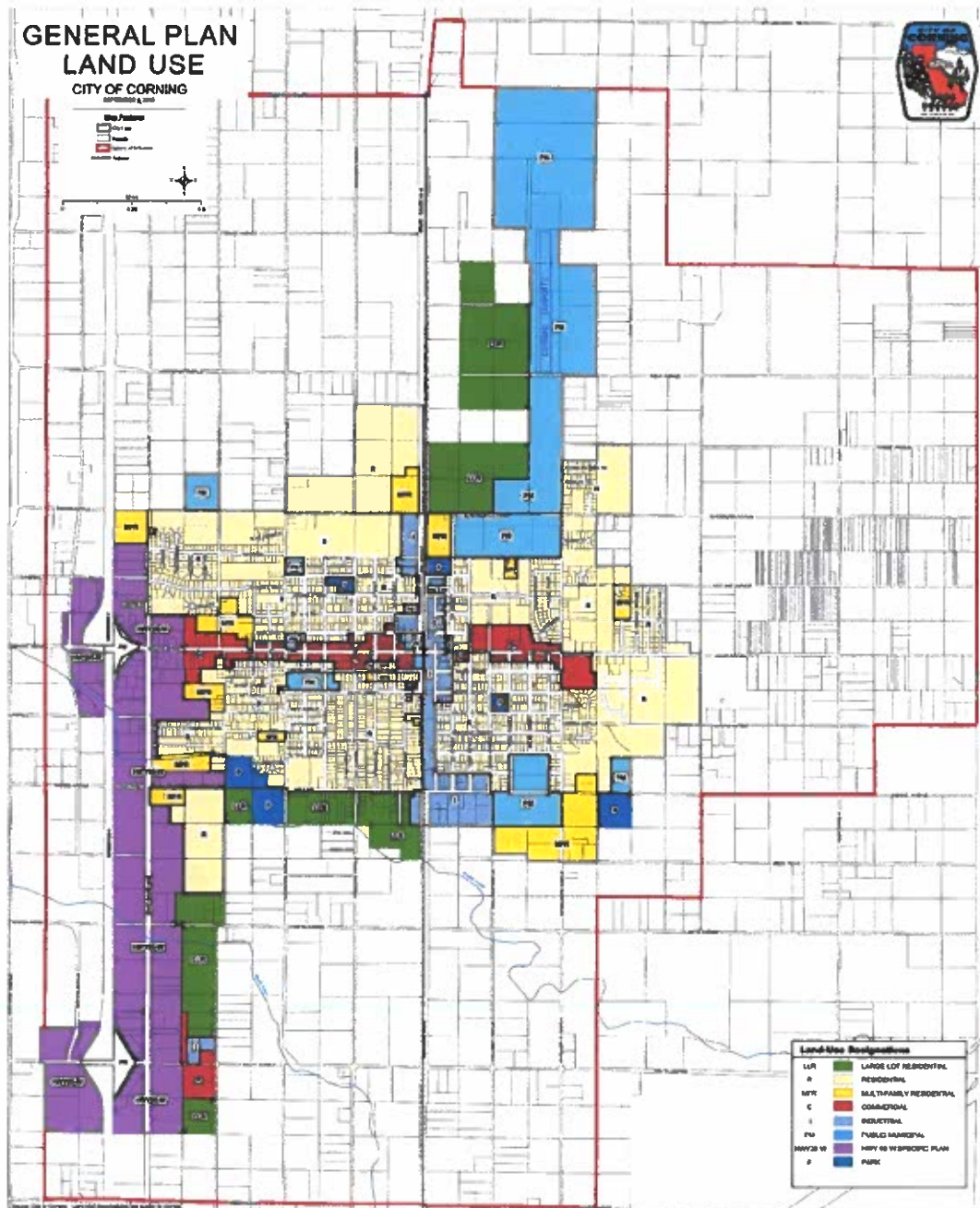
The area of work will encompass street trees located within the City of Corning City Limits as shown on the attached map, for an estimated total of up to approximately 800 street trees. Additional locations may be included at the direction of the Public Works Director.

Scope of Work Tree Stump Removal:

- Tree Stump removal shall be on an as-needed basis and only as directed by the City. The Contractor shall not remove any stump without prior written approval from the City.
- Any removed or damaged City sidewalk or curb & gutter must be replaced at the cost of the contractor with City standard curb, gutter, and sidewalk.
- Must restore any disturbed roadways/alleyways to like kind as it was prior to construction with Hot Mix Asphalt.
- Cleanup and disposal of removed material and debris generated from removal.



Each bidder shall be responsible for reviewing the areas to be bid and asking any questions of the Assistant Public Works Director Steve Lindeman at (530) 624-9296 before presenting their bid proposal for the work described.





PROPOSAL FORM:

CITY OF CORNING PALM & STREET TREE PRUNING & TREE STUMP REMOVAL

Proposals will be accepted at 794 Third Street, Corning, CA 96021 until **2:00 p.m. on May 10, 2024**. All proposals must be clearly marked "**SEALED BID – Palm and Street Tree Pruning and Tree Stump Removal- DO NOT OPEN.**" All proposals submitted will be opened and read promptly following the 2:00 pm proposal closing.

Furnish Palm Tree Pruning Services	\$ _____ /per palm tree
Furnish Street Tree Pruning Services	\$ _____ /per street tree
Furnish Tree Stump Removal Services	\$ _____ /per tree stump

The prices quoted herein are firm and are not subject to change.

It is understood that this proposal shall remain open and shall not be withdrawn for a period of forty-five (45) days from the date prescribed for the opening of the Proposals.

It is agreed that the service to be provided under this proposal will be for a three-year contract period.

The City of Corning reserves the right to reject any and all proposals submitted or to waive any irregularity. In the event of identical proposals, the City of Corning will be the sole judge of the Company to receive the proposal.

Signature of Company Representative

Date

Printed Name of Representative

Company Name

California State Contractors
License Number

Address

DIR #: _____

Phone

A contractor and/or subcontractor shall not be qualified to bid on, be listed in a bid proposal, subject to the requirements of Section 4104 of the Public Contract Code, or engage in the performance of any contract for public work, as defined in this chapter, unless currently registered and qualified to perform public work pursuant to Labor Code Section 1725.5.



EQUAL EMPLOYMENT OPPORTUNITY CERTIFICATION

The bidder _____, proposed subcontractor _____, hereby certifies that he has _____, has not _____, participated in a previous contract or subcontract subject to the equal opportunity clause, as required by Executive Orders 10925, 11114, or 11246, and that, where required, he has filed with the Joint Reporting Committee, the Director of the Office of Federal Contract Compliance, a Federal Government contracting or administering agency, or the former President's Committee on Equal Employment Opportunity, all reports due under the applicable filing requirements.

Note: The above certification is required by the Equal Employment Opportunity Regulations of the Secretary of Labor [41 CFR 60-1.7(b)(1)], and must be submitted by bidders and proposed subcontractors only in connection with contracts and subcontracts which are subject to the equal opportunity clause. Contracts and subcontracts are set forth in 41 CFR 60-1.5. (Generally only contracts or subcontracts of \$10,000 or under are exempt.)

Currently, Standard Form 100 (EEO-1) is the only report required by the Executive Orders or their implementing regulations.

Proposed prime contractors and subcontractors who have participated in a previous contract or subcontract subject to the Executive Orders and have not filed the required reports should note that 41 CFR 60-1.7(b)(1) prevents the award of contracts and subcontracts unless such contractor submits a report covering the delinquent period or such other period specified by the Federal Highway Administration or by the Director, Office of Federal Contract Compliance, U.S. Department of Labor.

PUBLIC CONTRACT CODE SECTION 10162 QUESTIONNAIRE

In accordance with Public Contract Code Section 10162, the Bidder shall complete, under penalty of perjury, the following questionnaire:

Has the bidder, any officer of the bidder, or any employee of the bidder who has a proprietary interest in the bidder, ever been disqualified, removed, or otherwise prevented from bidding on, or completing a federal, state, or local government project because of a violation of law or a safety regulation?

Yes _____ No _____

If the answer is yes, explain the circumstances in the following space:



PUBLIC CONTRACT CODE SECTION 10232 STATEMENT

In accordance with Public Contract Code Section 10232, the Contractor hereby states, under penalty of perjury, that no more than one final un-appealable finding of contempt of court by a federal court has been issued against the Contractor within the immediately preceding two (2) year period because of the Contractor's failure to comply with an order of a federal court which orders the Contractor to comply with an order of the National Labor Relations Board.

PUBLIC CONTRACT CODE SECTION 10285.1 STATEMENT

In accordance with Public Contract Code Section 10285.1 (Chapter 376, Stats. 1985), the bidder hereby declares, under penalty of perjury under the laws of the State of California, that the bidder has ____, has not ____ been convicted within the preceding three (3) years of any offenses referred to in that section, including any charge of fraud, bribery, collusion, conspiracy, or any other act in violation of any State or Federal Antitrust Law in connection with the bidding upon, award of or performance of any public works contract, as defined in Public Contract Code Section 1101, with any public entity, as defined in Public Contract Code Section 1100, including the Regents of the University of California or the Trustees of the California State University. The term "bidder" is understood to include any partner, member, officer, director, responsible managing officer, or responsible managing employee thereof, as referred to in Section 10285.1.

Note: The bidder must place a check mark after "has" or "has not" in one of the blank spaces provided. The above statements are part of the Proposal. Signing this Proposal on the signature portion hereof shall also constitute signature of this Statement. Bidders are cautioned that making a false certification may subject the certifier to criminal prosecution.



NON-COLLUSION AFFIDAVIT

(Title 23 United States Code Section 112 and
Public Contract Code Section 7106)

To the City of Corning, Department of General Services

In accordance with Title 23 United States Code Section 112 and Public Contract Code 7106, the bidder declares that the bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation; that the bid is genuine and not collusive or sham; that the bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid, and has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham bid, or that anyone shall refrain from bidding; that the bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the bid price of the bidder or any other bidder, or to fix any overhead, profit, or cost element of the bid price, or of that of any other bidder, or to secure any advantage against the public body awarding the contract of anyone interested in the proposed contract; that all statements contained in the bid are true; and, further, that the bidder has not, directly or indirectly, submitted his or her bid price or any breakdown thereof, or the contents thereof, of divulged information or data relative thereto, or paid, and will not pay, any fee to any corporation, partnership, company association, organization, bid depository, or to any member or agency thereof to effectuate a collusive or sham bid.

Note: The above Noncollusion Affidavit is part of the Proposal. Signing this Proposal on the signature portion thereof shall also constitute signature of this Noncollusion Affidavit.

Bidders are cautioned that making a false certification may subject the certifier to criminal prosecution.



**CITY OF
CORNING**
PROPOSAL CERTIFICATION
(LABOR CODE SECTION 1861)

STATE OF CALIFORNIA)
) SS
COUNTY OF TEHAMA)

I, the undersigned, do hereby certify:

That I am aware of the provisions of Section 3700 of the Labor Code of the State of California, which requires every employer to be insured against liability for Workers' Compensation or to undertake self-insurance in accordance with the provisions of that Code, and I will comply with such provisions before commencing the performance of the work of this Contract.

Executed at _____

On _____.

(Date)

I CERTIFY under the penalty of perjury that the foregoing is true and correct.

Signature of Contractor-Employer



AGREEMENT

THIS AGREEMENT IS MADE AND ENTERED INTO as of this _____ day of _____, **2024** by and between the City of Corning, a Municipal Corporation, hereinafter referred to as "**City**" and hereinafter referred to as "**Contractor**". It is hereby agreed by and between the parties that Contractor shall Maintenance of City Palm and Street Trees and Tree Stump Removal service for City, as hereinafter more particularly described hereafter.

1. CONTRACTOR'S OBLIGATION:

- a. Contractor shall, on a bi-weekly basis with touch-up services at the City's request, safely perform maintenance of the City Palm and Street Trees and Tree Stump Removal. Such maintenance shall be done safely and in a workmanlike manner with the materials approved and as indicated herein. Locations and maintenance services are as described on **EXHIBIT "A"** attached hereto and incorporated by this reference. The City reserves unto itself the right to reject any or all performance hereunder and to require touchup and/or follow-up services to the City's satisfaction, and without further compensation.
- b. All chemicals used shall be of the following types and rate of mixture:

PER LABEL INSTRUCTIONS

- c. Contractor shall, during the term of this Contract, maintain a valid City of Corning Business License.
- d. Contractor must, at all times during the term of this contract, be a state-licensed contractor in the following categories throughout the term of this agreement: Tree Maintenance including the pruning and removal of tree limbs, and tree stump removal.

2. COMPENSATION / TERM

For those services as outlined in **Specifications – Maintenance of City Palm and Street Trees and Tree Stump Removal**

- a. hereto the City shall pay to Contractor the sum of \$_____ per year paid in 12 equal monthly installments of \$_____ per month. This contract shall run for a period of three years, through _____, 2027, unless sooner terminated under Section 3.
- b. City will pay Contractor, in equal amounts, on a monthly basis at the beginning of each month for the work performed the preceding month.

However, should performance not be satisfactory as determined by the Public Works Director, as hereinafter specified, the City may retain and use such funds as the Public Works Director deems appropriate for purposes of ensuring proper performance and/or hiring other tree maintenance and sump removal companies to complete to the City's satisfaction the contract.



3. TERMINATION:

Should contractor fail to perform satisfactorily during any one of the three contract years as herein set forth, City reserves to itself the right to cancel any remaining portion of said contract upon thirty days written notice to Contractor, by notice in writing provided to Contractor at his usual place of business. Should Contractor breach any of the terms and conditions of this contract, or violate any laws, especially those relative to negligent behavior that puts the public at risk, the City reserves unto itself the right to direct Contractor to immediately cease performance and then terminate this contract thereafter, upon thirty days written notice, and pay contractor such amounts as he may then be entitled to on a pro-rata basis (pro-rated according to amount of work satisfactorily completed).

4. PAYMENTS:

The acceptance of the final payment by the Contractor shall constitute a waiver of all claims by him.

5. SUSPENSION OF WORK:

The Public Works Director shall have authority to suspend the work wholly or in part for such period as he may deem necessary to investigate complaints regarding improper or unsafe use of equipment.

6. AUTHORITY OF DIRECTOR OF PUBLIC WORKS:

The Public Works Director shall be the City's representative in deciding any and all questions that may arise as to the quality or acceptability of the work performed, all questions that arise as to the acceptable fulfillment of the contract on the part of the Contractor, and all questions as to claims and compensation. The City Manager also is authorized to act as the City's representative at any time with respect to this agreement. Contractor is an independent contractor; therefore the City will not be supervising the work performed or directing Contractor how to do his work but will be expecting the Contractor to perform all work agreed upon in a safe and professional manner according to the terms of this agreement.

7. LAWS TO BE OBSERVED:

The Contractor shall keep himself fully informed of all State, Federal and Municipal Ordinances and/or regulations of the City of Corning which in any manner affect those engaged in or employed in the work, or the materials used in the work, or which in any way affect the conduct of the work and of all such orders and decrees of bodies or tribunals having any jurisdiction or authority over the same. Contractor must comply with all provisions of the Immigration Reform and Control Act and of the California Labor Code which includes the requirements of the prevailing wage laws and the obligation to register with the Department of Industrial Relations.

8. LABOR DISCRIMINATION:

No discrimination shall be made in the employment of persons in this project because of race, religious creed, color, national origin, ancestry, physical handicap, medical condition,



marital status or sex of such persons. Violation of this section shall subject Contractor to penalties referenced in **Section 1735** of the **Labor Code**.

9. RESPONSIBILITY FOR DAMAGES:

Neither the City of Corning, the City Council, nor the City Staff, shall be responsible or accountable in any manner for any loss or damage that may happen during the work or any part thereof; or for any materials or equipment used in performing the work; or for injury or damage to any person or persons, either workers or the public; or for damage to adjoining property from any cause whatsoever.

10. LIABILITY INSURANCE:

The Contractor shall secure and maintain in full force and effect, during the term of this agreement and for one year thereafter, a valid comprehensive public liability and property damage insurance policy listing the City as additional insured in the following amounts:

- a. \$1,000,000.00 for death or injury to any person arising out of any incident or accident;
- b. \$50,000.00 for property damage arising out of any one incident or accident.

11. WORKMAN'S COMPENSATION INSURANCE:

Contractor at all times shall keep fully insured, at his own expense, all persons employed by him in connection with this **Agreement** as required by Workman's Compensation and Insurance (California Labor Code Section 3200 et seq.), and shall hold the City free and harmless from all liabilities that may arise by reason of the injuries to any of the employees of the Contractor who are injured while performing at work any labor necessary to carry out the provisions of this agreement.

12. CERTIFICATION OF INSURANCE AND CANCELLATION THEREOF:

The Contractor shall keep on file with the City a Certificate of Insurance duly executed by the Contractor's insurance carrier or carriers, which shall serve as evidence of the continued existence of said insurance policies. The Contractor's insurance carriers shall be required to give the City thirty (30) days written notice prior to the cancellation of the Contractor's Insurance.

13. INDEMNITY, DEFENSE AND HOLD HARMLESS:

The Contractor shall indemnify, defend and save harmless the City of Corning, the City Council, and the City Staff from any suits, claims, liability, loss, damages, fines, penalties, settlements or actions brought by any person or entity for, or on account of, any injuries or damage arising from, or related to in any way, the work performed, or not performed, as set forth in this contract no matter how removed. The City may retain so much of the money due the Contractor as shall be considered necessary until disposition has been made of such suits or claims for damages as aforesaid.



Any defense obligation arising from this contract requires retention of qualified legal counsel of no less than five years of experience in the area of contract litigation.

14. ACCIDENTS:

The Contractor shall provide at the site of the project such equipment and medical facilities as are necessary to supply first aid service to anyone who may be injured in connection with the work.

The Contractor must promptly report in writing to the city all accidents whatsoever arising out of, or in connection with the performance of the work, whether on or adjacent to the job site, which caused death, personal injury, or property damages, giving full details and statements of witnesses. In addition, if death or serious injuries or serious damages are caused, the accident shall be reported to the City immediately by telephone or messenger.

15. SAFETY:

In accordance with generally accepted practices, the Contractor will be solely and completely responsible for the conditions of the job site(s), including safety of all persons and property during the performance of the work. This requirement will apply continuously and not be limited to normal working hours.

16. CONTRACTOR AGREEMENT:

Contractor agrees to perform the services between the hours of 5:00 a.m., and 10:00 p.m., on any day. Such maintenance as set forth in **Specifications – Maintenance of City Palm and Street Trees and Tree Stump Removal** hereto, shall be made at a time when there is less than 30 mile per hour wind.

17. RENEWAL OF CONTRACT:

Upon agreement of both parties and satisfaction of any legal requirements to solicit other bids, this contract may be extended from year to year or for an additional term of years upon such terms as are acceptable to both City and Contractor.

18. NON-EMPLOYEE STATUS:

Contractor agrees and affirms that nothing in this agreement causes or creates an employer/employee relationship between City and Contractor.



CITY OF CORNING:

Approved as to form:

Brant Mesker,
City Manager

Collin Bogener
City Attorney

Date

Date

CONTRACTOR:

By (signature)

Contractor

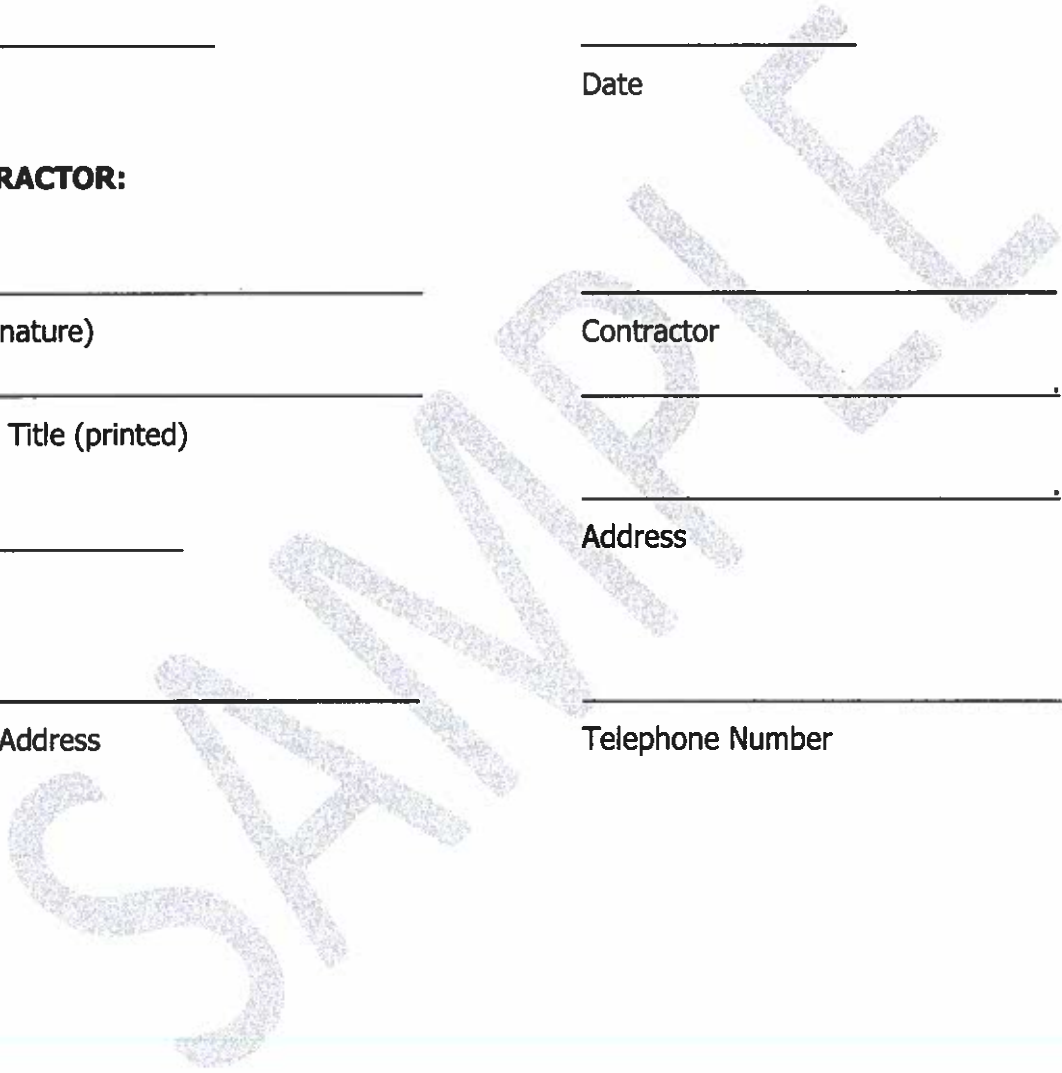
By and Title (printed)

Date

Address

E-Mail Address

Telephone Number



**ITEM NO.: I-11
PUBLIC HEARING: ORDINANCE NO 708,
AN ORDINANCE TO REPLACE CHAPTER
5.50 OF THE CORNING MUNICIPAL
CODE RELATING TO PERMANENT AND
MOBILE VENDING IN THE CITY OF
CORNING (First Reading & Introduction)
March 12, 2024**

TO: HONORABLE MAYOR AND CITY COUNCIL
FROM: BRANT MESKER, CITY MANAGER 
CHRISSE MEEDS, PLANNER II 

BACKGROUND:

At the October 17, 2023, Planning Commission Meeting, staff was directed to research Street Vending Ordinances in other cities. On December 9, 2023, the City Council passed an emergency moratorium on the issuance of mobile vending permits to allow staff time to conduct research and draft new ordinances to separate the Street vending and the Mobile vending.

Since that date, City Staff has conducted research, and attended a roundtable discussion about issues/concerns associated with, or caused by, mobile vending businesses in many cities throughout California. There were more than 200 cities represented in the roundtable discussion that have either just recently updated their mobile vending ordinances or are in the middle of updating ordinances.

Staff put together a list of the most common ideas from other cities for the Planning Commission and City Council to pull from to revise the Mobile Vending Ordinance that will best address the needs we have as a City.

A joint meeting was held between the Planning Commission and the City Council to discuss options within a new mobile food vending ordinance on January 16, 2024.

Ordinance 708 was brought back to City Council as a last study session on February 27th with no comment staff has moved forward and has Ordinance 708 before you this evening. If passed all current mobile vendors will be given 30 days from adoption to come into compliance with Ordinance 708.

RECOMMENDATION:

- **DIRECT CITY CLERK O READ THE ORDINANCE BY TITLE; AND**
- **APPROVE TO REPLACE CHAPTER 5.50 OF THE CORNING MUNICIPAL CODE AND ADOPT ORDINANCE 708, AN ORDINANCE FOR PERMANENT AND MOBILE VENDING IN THE CITY OF CORNING.**

ORDINANCE NO. 708

AN ORDINANCE OF THE CITY COUNCIL OF CORNING, CALIFORNIA AMENDING CHAPTER 5.50 OF THE CORNING MUNICIPAL CODE RELATED TO PERMANENT AND MOBILE FOOD TRUCK VENDORS

WHEREAS, the City of Corning, California (the "City") is a municipal corporation, duly organized under the constitution and laws of the State of California; and

WHEREAS, Article XI, section 7 of the California Constitution grants the City broad discretionary power to "make and enforce within its limits all local police, sanitary, and other ordinances and regulations not in conflict with general laws"; and

WHEREAS, the City Council finds that mobile vending vehicles, also called food trucks, have been increasingly prevalent in recent years, but can create some health and safety concerns in their operation, including an increase in congestion and may endanger both motorists and the food truck patrons; and

WHEREAS, mobile vending businesses also create blight and noise in residential neighborhoods and commercial corridors; and

WHEREAS, mobile vending businesses, which includes those selling food, dry goods, and ice cream, attract attention in residential areas and cause residents to congregate around vehicles, often in the street, and frequently blocking or obstructing public roads and/or sidewalks; and

WHEREAS, mobile vending businesses have increased problems near schools, parks, and recreational facilities where children are present, and the operator of the mobile vending unit may not have the capacity to move in a timely manner; and

WHEREAS, the act of looking for prospective buyers while operating a food vending vehicle may make the operator less attentive to pedestrian and vehicular traffic and when done on public roadways this poses obvious traffic and safety risks to the public, which the City seeks to prevent; and

WHEREAS, mobile vendors usually have box like trucks that create line of sight problems for motorists if they are parked within 100 feet of an intersection, and using horns, whistles and other attention-getting sounds, mobile vending businesses can cause noise pollution in residential area; and

WHEREAS, for the health, safety, and welfare conditions set forth in this ordinance, the City seeks to regulate the use of mobile vending vehicles, or food trucks, within the City of Corning.

NOW, THEREFORE, the City Council of the City of Corning, California does hereby ORDAIN as follows:

Section 1. Chapter 5.50 "STREET VENDING" of Title 5 "BUSINESS TAXES, LICENSES AND REGULATIONS" is hereby repealed and replaced in its entirety with the following:

CHAPTER 5.50 – MOBILE VENDING VEHICLES

5.50.010 – Purpose

[TO BE COMPLETED]

5.50.020 – Definitions

City- City of Corning

Mobile Truck

Mobile Truck Site- the location of operation of the Mobile Truck, which must be a commercial zoned property.

Vendor- the operator of the Mobile Truck

5.50.030 – Semi-Stationary Mobile Truck Requirements

A semi-stationary or semi-permanent Mobile Truck shall comply with the following requirements:

- A. Mobile Truck Site must have Class-II road base and appropriate lighting.
- B. Mobile Truck must have access to a toilet and handwashing facility within 200-feet of the Mobile Truck Site (California Retail Food Code) during the Mobile Trucks' business hours. Portable toilets are not allowed.
- C. Mobile Truck shall not use or permit use of parking spaces on the Mobile Truck Site if doing so will adversely affect the on-site parking available for primary use as determined by the City.
- D. Hours of operation at an approved Mobile Truck Site shall be no earlier than 7:00 AM and no later than 10:00 PM and the vehicle shall be moved each night out of public view.
- E. There shall be no more than one motorized Mobile Food Truck within 300-feet of each other.
- F. Mobile Truck shall be entirely self-sufficient regarding gas, water, and telecommunications.
- G. The Vendor shall not discharge or allow discharge of items from any Mobile Truck onto the sidewalk, gutter, storm inlets, or streets. The Vendor shall not dispose or allow the disposal of any trash or refuse in any such public or private trash receptacle other than a trash receptacle owned, operated, or otherwise provided by and under the control of the vendor.
- H. Proof of current vehicle registration and insurance must be maintained by the Vendor of the Mobile Truck at all times.
- I. Site plan with dimensions, indicating the location of all existing buildings, structures, driveways, parking spaces, traffic controls, and improvements, the location where the proposed vending activity and improvements will be located upon the site.
- J. No permanent signs are permitted. Vendors may use a sandwich board or one flag sign to advertise if it does not impede the path of travel by foot, bicycle, vehicle and shall not be placed in the City right of way.
- K. Mobile Trucks shall only operate at the location approved by the City.
- L. Mobile vendors shall ensure that all customer queuing, waiting areas or lines do not block, hinder, interfere with pedestrian thoroughfare of a minimum of 48 inches of accessible path or travel on the sidewalk or vehicular traffic along, over, or across public or private property.
- M. Mobile vendors shall not use any portable cooking equipment, gas fueled appliance, wood burning ovens, or any open flame unless approved and permitted

by the Fire Chief at the Corning Volunteer Fire Department and the County Environmental Health Department.

- N.** During an urgent or emergency public safety event or incident, including but not limited to, a traffic accident, crime scene, medical emergency, gas leak, natural disaster, fire, on-site construction, road work or related work on a capital improvement project, the City may temporarily require the Mobile Truck to relocate to another location to protect the public's safety, health, or welfare.
- O.** Vendors shall not sell or vend any of the following pursuant to this Chapter:
 - 1. live animals,
 - 2. adult oriented material depicting, describing, or relating to anatomical areas or specified sexual activities,
 - 3. alcohol, Cannabis, Marijuana, or tobacco products that contain nicotine or any product used to smoke (or vape) nicotine, cannabis, or marijuana.
 - 4. weapons, including knives, guns, or explosive devices; airsoft guns, paintball guns, BB devices or imitation firearms.
 - 5. pharmaceuticals, Illegal or counterfeit merchandise, or any other food or merchandise or products prohibited by local, state, and federal laws.
 - 6. mobile Vendors are not allowed to use or operate or permit to be played, used, or operated, any radio, receiving set, musical instrument, phonograph, loudspeaker, sound amplifier or other machine or device for the producing of sound including horns, bells, whistles, or any other noise making device.
- P.** Mobile Truck shall not be allowed to park within 300 feet of a brick-and-mortar food/drink service business.
- Q.** Mobile Truck shall not be allowed to park within 500-feet of a school, farmer's market, special event, place of worship, child day care facility, recreation facility, or City Park without written consent from the property owner.
- R.** Mobile Truck shall not be allowed to do business in any location where the posted speed limit is greater than 35 mph. unless a turning lane is established.
- S.** Only one mobile vendor is allowed on any one individual private property at any given time.
- T.** All Mobile vendors are required to apply for a Conditional Use Permit and have their case heard in front of the Planning Commission.
- U.** No mobile vending in a residential zone.
- V.** All current Mobile Trucks in existence prior to enactment of this ordinance will be considered permissible non-compliant uses.
- W.** If a mobile vendor leaves a grandfathered location for more than 30 days the grandfathered location becomes void.

5.50.40 – Non-Stationary Mobile Truck Requirements

- A.** Mobile vendors shall only conduct vending operations in the area or route approved by the City.
- B.** Any mobile vendor that is vending in the City for longer than one hour during any 24-hour period must be legally parked within 200-feet of a readily available restroom that has been approved by the City. The mobile vendor operator must provide written evidence to the City that they have permission for the use of the restrooms.

- C. Any mobile vending vehicle in a residential zone shall move continuously except when necessary to complete a sales transaction but must not exceed a maximum of 10 minutes.
- D. Vending may only occur when the mobile vending vehicle is legally parked. Mobile vendors shall comply with the California Vehicle Code along with Title 10 (vehicles and traffic) and Title 12 of the Corning Municipal Code (streets, sidewalks, and public places) including all posted signage related to parking, stopping, standing, loading/unloading zones, fire lanes, red curbs and or any other restrictions always.
- E. Mobile vending vehicles shall park in a manner which ensures that customers shall be able to order and pick up safely without stepping into a parking space, into a street, or into a landscaped area.
- F. Mobile vendors shall not utilize portable generators unless approved by the Fire Chief of the Corning Volunteer Fire Department.
- G. Mobile vendors shall only use a minimum number of light fixtures necessary for safe operation of the mobile vending activity. The mobile vendor shall not display flashing neon or electric display signs so as not to distract drivers and draw attention to the mobile vendor.
- H. For public safety concerns, including but not limited to pedestrian, vehicular, public, and mobile vendor safety, no mobile vending vehicle shall stop, park, or stand to make a sales transaction from the following locations, or within the number of feet designated below from the nearest portion of the following locations:
 - 1. Within 50 feet of any street intersection
 - 2. Within 50 feet of any traffic control device (including traffic signals and traffic signs)
 - 3. Within 50 feet of a fire hydrant.
 - 4. On any designated emergency vehicle access way
 - 5. Within 50 feet of any driveway or driveway apron
 - 6. Within 50 feet of a marked crosswalk
 - 7. Within 50 feet of a curb return or curb ramp
 - 8. Within 50 feet of any loading or unloading zone, parking space, or access ramp or parking space designed for individuals with disabilities.
 - 9. Within 50 feet of a bus stop, taxi stand, bus bench or bus shelter.
 - 10. Within 50 feet of any entrance, fire escape or emergency exit of any business during the hours that business is open to the public.
 - 11. Within 50 feet of another mobile vendor or sidewalk vendor
 - 12. Within 50 feet of a parking lot
 - 13. Within 50 feet of any railroad crossing or train tracks
 - 14. Within 50 feet of any outdoor dining
 - 15. Within 500 feet of any Emergency Operations Center
 - 16. When the posted speed limit is greater than 25 mph.
- I. Mobile Vending at an active Construction site is allowed as long as the active construction site that has a valid City building permit in a commercial, Industrial or Residential zone with written consent from the person who is legally in control of the property where the lawful construction activity with a valid City building permit has been issued for the property. The sole purpose of the mobile vendor is exclusively for the vending to the construction employees. The mobile vendor may not be parked for more than one hour and must be parked on private property.

5.50.50 – Exemptions to Mobile Truck Requirements

- A.** This Chapter shall not apply to a person delivering goods, wares, merchandise, groceries, or prepared foods upon order of, or by agreement with, a customer from a fixed store, restaurant, or other fixed place of business, distribution, or warehouse.
- B.** This shall not apply to mobile vendors participating in any organized community event or a sidewalk vendor licensed through the City pursuant to Chapter 12.35 of the Corning Municipal Code.
- C.** The City may review and approve mobile vending activities as part of a special event and/or as a concessionaire conducted by a permitted mobile vendor on City property operated under the rules and regulations of this chapter.
- D.** This shall not apply to any mobile food truck currently doing business in the City at the time this ordinance goes into effect. Once a non-conforming truck moves from its location for more than 30 days its permissible non-conforming status will be extinguished for that location.

5.50.060 - Mobile Truck Applicable Process

Every person, prior to engaging in, conducting, operating, maintaining, advertising, or carrying on the business as a mobile vendor (Semi Permanent, Moving, or Sidewalk Vending) shall file an application with the City. Such application shall be accompanied by a non-refundable permit application fee in the amount established by resolution of the City Council, and shall contain, at a minimum, the following information:

- A.** The legal name, date of birth, current mailing address and telephone number of the operator who will be solely responsible for the Mobile Vending Vehicle Permit regardless of that person being employed or engaged by another individual or a business or using a mobile vending vehicle owned by another individual or a business. The operator must be at least 18 years old.
- B.** If the operator is an agent of an individual, company, partnership, corporation, or other entity, the name, current telephone, email, and business address of the principal.
- C.** A copy of the operator's government-issued photo Identification, California driver license or identification number, which shall not be available to the public and shall not be disclosed except as required to administer the permit or comply with a state law or state or federal court order.
- D.** The legal name, date of birth, current mailing address and telephone number of all persons who will be employed by the operator who will work as a mobile vendor.
- E.** A copy of any employee's government-issued photo Identification, California driver license or identification number, which shall not be available to the public and shall not be disclosed except as required to administer the permit or comply with a state law or state or federal court order.
- F.** Whether the operator tends to vend food, merchandise, or both.
- G.** If the mobile vendor is selling food, a description of the type of food to be sold, and whether such foods are prepared onsite or are prepackaged offsite.
- H.** If selling merchandise, a description of the merchandise to be sold.
- I.** The hours of operation per day and the day(s) per week which the operator proposes for vending activities.
- J.** Vehicle make, model, year, body type, license plate number, VIN.

- K. If handling food, a certification of a food handler course
- L. The operator shall maintain and provide proof of insurance with a minimum policy of one million per occurrence.

5.50.070 – City Review of Application

- A. The City shall determine within 30 calendar days review of the submission of any Mobile Vending Permit to determine if the application contains all the required documentation. Any application that is missing required documentation or is not accompanied by the required fee shall be deemed incomplete and will not be processed.
- B. Investigation and Findings, upon receipt of a complete Mobile Vending Permit application the City shall conduct a thorough investigation of the application and shall make a determination upon the application in 30 days. The City may request supplemental information to make a determination.
- C. The City shall approve the issuance of a mobile vending permit unless it is determined that any of the following disqualifications exist:
 - 1. The operator has failed to submit any of the information, documentation, or fees required.
 - 2. The operator does not possess all federal, state, and local permits, licenses, certificates, and/or approvals required to engage in the activity subject to the permit.
 - 3. The operator has made one or more materially false, misleading, or fraudulent misstatements or misrepresentations in the application or supplemental information.
 - 4. The conduct of the mobile vendor will unduly interfere with traffic or residents to the quiet and peaceful enjoyment of their property, or otherwise be detrimental to the public peace, health, safety, or general welfare.
 - 5. The conduct of such mobile vending will require the diversion of police officers or firemen.

5.50.080 – Denial of Permit

If a Mobile Vending Permit is denied, the operator will receive a written letter of notification along with the grounds for denial and will be mailed to the operator address listed on the application.

5.50.090 – Term of Permit

A mobile vending permit shall automatically expire at the end of the year issued.

Any operator who has been issued a Mobile Vending Permit and seeks to continue vending must renew it before the end of January 31. If not renewed prior to Jan 31 the Mobile Vending Permit will become null and void.

5.50.100 – Appeal of Denial or Revocation

- A. Any person who has been denied a Mobile Vending Permit or who has had a mobile vending permit revoked may appeal such determination to the City Council, by filing a request for an appeal with the City Clerk and tendering a filing and appeal fee as set by resolution of the City Council, within 30 days of notice.
- B. Appeals shall be in writing addressed to the City Clerk and include name, current mailing address, and telephone number of the appellant, the date of the denial or

revocation letter, a statement as to all grounds for appeal in sufficient detail to enable the City Council to understand the nature of the controversy and a signature of the appellant under penalty of perjury as to the contents of the request for appeal.

- C. An appeal should be scheduled for a public hearing within 30 days.
- D. The City shall give notice to the appellant of the hearing time and location of the hearing.
- E. If the City Council chooses to overturn the decision, they shall state the specific reasons for the reversal.

5.50.110 – Conditions on Mobile Truck Permit

- A. Mobile vendors shall adhere to all operating conditions and requirements set forth in this chapter, and all restrictions, limitations, and operating requirements set forth in this chapter shall constitute conditions upon any Mobile Vending Permit issued.
- B. The conditions, restrictions and operating requirements set forth in this chapter are intended to protect the health, welfare and public safety of vendors, their patrons, and the general public for reasons including but not limited to:
 - 1. Reducing exposure to pedestrian versus vehicle contact
 - 2. Ensuring better visibility of drivers entering or exiting driveways
 - 3. Protecting access to public right-of-way by disabled persons to comply with the Americans with Disabilities Act
 - 4. Ensuring safe pedestrian pathways in areas commonly utilized by pedestrians.
 - 5. Preventing the appearance of “marketplace” vending which is more likely to generate crowding on public sidewalks that would impede pedestrians and accessible use of sidewalks by disabled persons.
 - 6. Reducing the chance pedestrians will enter vehicular right of ways or block the entrance or exit to a business.
 - 7. Reducing the danger that children will enter into traffic and be injured or killed trying to reach a vendor especially near schools, day care facilities, parks and recreational facilities.
 - 8. Reducing unnecessary or unanticipated slowing of vehicles approaching on-ramps, immediately adjacent to curb and sidewalk, or exiting freeway off-ramps where drivers are merging into oncoming traffic which is likely to cause accidents.
 - 9. Reducing the possibility that drivers will be distracted in their line of site by a vendor in the way of oncoming traffic.
 - 10. Causing visual distraction to the driving public such as lighting.
 - 11. Causing excessive noise that disturbs the peace.
 - 12. Eliminating litter, refuse and food waste from the public right of way and
 - 13. Reducing the likelihood of contamination deposited into the City’s storm drain system.

5.50.120 – Enforcement

- A. Violations deemed a nuisance. It is unlawful and declared a public nuisance for any owner, operator, person to operate, conduct, or maintain a mobile vending vehicle contrary to the provisions of this chapter.

- B. Any owner, operator or person who violates any provision of this chapter is guilty of a misdemeanor punishable by a fine of up to \$1,000.00, or by imprisonment in the County jail not exceeding 6 months, or by both; except the District Attorney, in their discretion, may prosecute a violation of this chapter as an infraction subject to the penalties in this code.
- C. Administrative citations may be issued for violations of the provisions of this chapter.

SECTION 2. CEQA. The City Council finds and determines for the reasons stated in the recitals, that adoption of this Ordinance is exempt from the California Environmental Quality Act under section 15061(b)(3) of the CEQA Guidelines.

Section 3. If any provision of this Ordinance or its application to any person or circumstance is held invalid, such invalidity has no effect on the other provisions or applications of the Ordinance that can be given effect without the invalid provision or application, and to this extent, the provisions of this Ordinance are severable. The City Council declares that it would have adopted this Ordinance irrespective of the invalidity of any portion thereof.

PASSED, APPROVED AND ADOPTED at a regular meeting of the City Council held on the 12th day of March, 2024

AYES:

NOES:

ABSTAIN:

ABSENT:

Robert Snow, Mayor

ATTEST:

Lisa M. Linnet, City Clerk

ITEM NO.: I-12
PUBLIC HEARING: ORDINANCE NO
709, TO AMMEND AND ADD TO
CHAPTER 12 OF THE CORNING
MUNICIPAL CODE RELATING TO
SIDEWALK VENDING IN THE CITY OF
CORNING. (Introduction & 1st Reading)
March 12, 2024

TO: HONORABLE MAYOR AND CITY COUNCIL MEMBERS
FROM: BRANT MESKER, CITY MANAGER 
CHRISSEY MEEDS, PLANNER II 

BACKGROUND:

In September of 2018, California Governor Brown signed Senate Bill (SB) 946 into law, which regulates certain sidewalk vending activities.

On December 12, 2023, the City of Corning City Council initiated a temporary moratorium to allow staff time to write two ordinances; one specifically for Sidewalk vending, and one for Mobile vending.

Sidewalk vending is much more regulated under the Senate Bill 946 (SB 946), whereas Mobile vending is not regulated by the State.

Ordinance 709 follows along with the State guidelines initiated in SB 946.

RECOMMENDATION:

- **DIRECT THE CITY CLERK TO READ THE ORDINANCE BY TITLE; AND**
- **APPROVE TO AMMEND CHAPTER 12 AND ADD SECTION 12.20 "SIDEWALK VENDING" TO THE CORNING MUNICIPAL CODE AND ADOPT ORDINANCE 709 – AN ORDINANCE FOR SIDEWALK VENDING IN THE CITY OF CORNING.**

ORDINANCE NO. 709
AN ORDINANCE OF THE CITY OF CORNING ESTABLISHING RULES AND REGULATIONS FOR SIDEWALK VENDING

WHEREAS, on September 17, 2018, California Governor Brown signed Senate Bill ("SB") 946 into law, which regulates and decriminalizes certain sidewalk vending activities; and

WHEREAS, the City undertook an extensive review of vending activities in light of SB 946, including the separation of sidewalk vending regulations from the broader regulations associated with food trucks; and

WHEREAS, the City of Corning seeks to adopt an ordinance complying with the requirements of SB 946 while also imposing regulations essential to protect the health, safety, and welfare of its residents, workers, businesses, and visitors; and

WHEREAS, the City Council further finds that the regulations are necessary to ensure compliance with the federal American with Disabilities Act of 1990 and other disability standards.

NOW, THEREFORE, the City Council of the City of Corning, California does hereby **ORDAIN** as follows:

Section 1. Chapter 12.20 "SIDEWALK VENDING" is hereby added to Title 12 "STREETS, SIDEWALKS AND PUBLIC PLACES" as follows:

12.20.010- Purpose

The City of Corning seeks to adopt a sidewalk vending Ordinance in conformity with Government Code Section 51036, et seq. allowing such vending to occur within the City's jurisdiction, subject to other provisions of federal, state, and local law.

12.20.020- Definitions

For purposes of this section, the following words or phrases shall have the following meanings:

Cart- Collectively, a Stationary Cart or a Mobile Cart.

Citation- An Administrative Citation issued pursuant to Chapter 1.22 of this Code.

City- The City of Corning, a municipal corporation.

Food- Any type of edible substance or beverage.

Goods or Merchandise (Merchandise)- Any item that is not Food.

Mobile Cart- A piece of equipment used for vending, which is mobile, has no motor and is capable of being propelled by a single Person.

Person or Persons- One or more natural persons, individuals, groups, businesses, business trusts, companies, corporations, joint ventures, joint stock companies, partnership, entities, associations, clubs, or organizations composed of two or more individuals (or the manager, lessee, agent, servant, officer, or employee of any of them), whether engaged in business, nonprofit or any other activity.

Sidewalk- Any surface in the public right-of-way provided for the exclusive use of pedestrians.

Stationary Cart- A piece of equipment used for Vending, as specified in the Rules and Regulations, which has no motor and is not mobile, except when being pushed, carried, or transported to and from a space on the Sidewalk on a daily basis.

Vend, Vends or Vending- To sell, offer for sale, expose, or display for sale, solicit offers to purchase, or to barter Food or Merchandise, or to require someone to negotiate, establish or pay a fee before providing Food or Merchandise, even if characterized as a donation.

Vending License (License)- A written City approval required for each person who Vends in the City.

Vending Permit (Permit)- A written City approval required for each Cart used for Vending in the City.

Vendor- A Person who Vends.

12.20.030- Permit and License

1) License.

- (a)** Every Person who engages in Vending is a Vendor and must first obtain, and at all times maintain, a valid License.
- (b)** Every Vendor must Vend in compliance with the terms and conditions of the License.
- (c)** To apply for a License, the Vendor must present a valid identification, such as a State of California identification, any other government-issued identification card and provide the following information:
 - (1)** The name, address, and telephone number of the Vendor.
 - (2)** Proof of liability insurance in an amount no less than \$50,000;
 - (3)** A Vendor who sells Food, in addition to the requirements of this subdivision, shall certify completion of a food handler course and present a copy of the course completion certificate.
- (d)** A License must be renewed every year, prior to expiration.
- (e)** No License is transferable.
- (f)** The Vendor shall comply with all requirements of Tehama County Environmental Health during all times that the License is in effect.
- (g)** The applicant must pay an application or renewal fee to the City which shall be \$250.00 per year.

2) Permit.

- (a)** Every Cart used for Vending must obtain and display a valid Permit. Every Cart must be placed and used at all times in compliance with the terms and conditions of the Permit and all other applicable laws and regulations.
- (b)** An applicant for a Permit shall present a valid identification, such as a State of California identification or any other government-issued identification and provide the following information:
 - (1)** The name, address, and telephone number of the Vendor.
 - (2)** A complete list of the types of Food or Merchandise that will be sold.
 - (3)** The hours per day and days per week during which Sidewalk Vending will be conducted.

(4) An application for placement of a Stationary Cart in a commercial or industrial area of the City shall contain the proposed location, marked by major cross streets, and either the north, south, east or west side of the street and a photo or sketch of that location. An application for a Mobile Cart in a residential area of the City shall contain a sketch showing the route the Vendor will travel.

(5) Proof of liability insurance.

(c) A Person may apply for a maximum of three separate Permits.

(d) A Permit must be renewed every year, prior to expiration. The Vendor shall pay an application and renewal fee for the permit, which shall be \$250.00 per year.

(e) No Person may Vend by placing an object on the Sidewalk unless it has a Permit. The Permit must be attached onto the Cart and be posted where visible.

(f) A Permit is not transferable to another Cart, location, or route.

12.20.040- Additional Requirements

1. At all times, a Vendor must remain in compliance with the provisions of the Corning Municipal Code.
2. Every Vendor who Vends with a Cart must be in possession of a valid License and the Cart must display a valid Permit.
3. No more than two Stationary Carts with approved Permits may be used to Vend on the Sidewalk of a single block face within commercial and industrial area Sidewalks of the City.
4. A Vendor may not use a Stationary Cart to Vend in a residential area. Only a Mobile Cart may be used to Vend in a residential area.
5. A Vendor who Vends in a residential area with a Mobile Cart shall move continuously, except when making a sale, which must not last longer than 10 minutes.
6. Every Cart must not exceed a length of 72 inches, a width of 54 inches, or a height, including roof or awning, of 78 inches. A Permit application may request, and the City may approve, a small table for condiments to be used in conjunction with a Cart selling Food.
7. A Food Vendor must provide a trash receptacle for customers and must ensure proper disposal of customer trash. The trash receptacle must be large enough to accommodate customer trash without resort to existing trash receptacles located on any block for use by the general public. A Vendor may not dispose of customer trash in existing trash receptacles on Sidewalks.
8. A Vendor must maintain a clean and trash-free 10-foot radius from the Vendor's Cart during hours of operation and must leave the area clean by the approved closing time.
9. No Cart, condiment table or Vendor's trash receptacle may be left on the Sidewalk after the Vendor's approved closing time.
10. No Cart shall be chained or fastened to any pole, sign, tree, or other object in the public right-of-way or left unattended by the Vendor.
11. Vending within 500 feet of any K-12 school is prohibited from 6:00 a.m. through 6:00 p.m.
12. Vending of illegal or counterfeit Merchandise is prohibited.

13. Vending at a City special event, farmers' market, swap meet, or street fair market is prohibited.
14. Vending in a City park or facility when there is an exclusive agreement in place with the City is prohibited. Vending in a City park or facility between the hours of 10:00 p.m. and 8:00 a.m. is prohibited.
15. Vending of services is prohibited.
16. Vendors shall comply with the Americans with Disabilities Act (ADA) and shall not block any ADA path of travel.
17. Vendor shall possess a valid California Department of Tax and Fee Administration seller's permit.

12.20.050- Placement of Carts

1. Vending Food or Merchandise on City Sidewalks shall be prohibited:
 - (a) Within 5 feet of a marked crosswalk.
 - (b) Within 15 feet of the curb return
 - (c) Within 10 feet of any fire hydrant, fire call box or other emergency facility.
 - (d) Within 5 feet ahead and 45 feet to the rear of a sign designating a bus stop.
 - (e) Within a marked bus zone.
 - (f) Within 5 feet of a bus bench.
 - (g) Within 15 feet of a driveway or driveway apron.
 - (h) Within 18 inches from the edge of the curb
 - (i) Where placement impedes the flow of pedestrian traffic by reducing the clear space to less than 6 feet, or impedes access to or the use of abutting property, including, but not limited to, residences and places of business.
 - (j) On City Owned property without prior City approval.
2. Notwithstanding any specific prohibitions in this subsection, no vendor shall install, use, or maintain a Cart where placement endangers the safety or persons or property.

12.20.060- Penalties

General Violations- A violation of this ordinance is punishable by the following:

- 1) An administrative fine not exceeding one hundred dollars (\$100) for a first violation.
- 2) An administrative fine not exceeding two hundred dollars (\$200) for each additional violation within one year of the first violation.
- 3) An administrative fine not exceeding five hundred dollars (\$500) for each additional violation within one year of the first violation.

Failure to Obtain Permit- If a vendor fails to obtain a sidewalk vending permit from the City, vending on the sidewalk without a permit may be punishable by the following in lieu of the administrative fines set forth in Section 1 above:

- 1) An administrative fine not exceeding two hundred fifty dollars (\$250) for a first violation.
- 2) An administrative fine not exceeding five hundred dollars (\$500) for a second violation within one year of the first violation.
- 3) An administrative fine not exceeding one thousand dollars (\$1,000) for each additional violation within one year of the first violation.

- 4) The City may rescind the permit issued to a Vendor upon the fourth violation or any subsequent violation.

12.20.070- Severability

If any provision, paragraph, word, or section of this article is held to be invalid by a court of competent jurisdiction, the remains provisions, paragraphs, words, and sections will not be affected and remain in full force and effect.

SECTION 2. CEQA. The City Council finds and determines for the reasons stated in the recitals, that adoption of this Ordinance is exempt from the California Environmental Quality Act under section 15061(b)(3) of the CEQA Guidelines.

PASSED, APPROVED AND ADOPTED at a regular meeting of the City Council held on the 12th day of March, 2024

AYES:

NOES:

ABSTAIN:

ABSENT:

Robert Snow, Mayor

ATTEST:

Lisa M. Linnet, City Clerk

ITEM NO.: J-13
ACCEPT \$1,000 DONATION
FROM CORNING ROTARY TO
THE CORNING RECREATION
DEPARTMENT TO FUND THE
PURCHASE OF JR. CARDETTE
UNIFORMS.

March 12, 2024

TO: HONORABLE MAYOR AND COUNCIL MEMBERS
FROM: BRANT MESKER, CITY MANAGER *BM*
CHRISSE MEEDS, RECREATION COORDINATOR *CM*
LISA M. LINNET, CITY CLERK *LM*

SUMMARY:

The City of Corning Recreation Department has been informed that Corning Rotary has generously donated \$1,000 towards the purchase of uniforms for participants in the Jr. Cardettes Drill Team Recreation Program.

BACKGROUND:

The Corning Recreation Department currently has a Corning Jr. Cardettes Class for youth between Kindergarten and 8th Grade whereby they learn dance routines to perform at various High School games, parades, and local events. The class is modeled after the Corning High School's Drill Team and Drill Team members serve as instructors and mentors for class participants.

FINANCIAL:

The City has purchased a total of 44 Jr. Cardette class uniforms in various sizes at a total cost of \$1,099.91 for participants to wear during performances. The generous donations from Corning Rotary will provide a savings of \$1,000 to the City's Recreation Department budget to fund other recreation program needs.

RECOMMENDATION:

MAYOR AND COUNCIL ACCEPT THE GENEROUS \$1,000 DONATION FROM THE CORNING ROTARY TO PURCHASE UNIFORMS FOR THE PARTICIPANTS IN THE CORNING JR. CARDETTE'S RECREATION PROGRAM.

ITEM NO.: J-14

**ADOPT RESOLUTION NO. 03-12-2024-01, A
RESOLUTION SETTING FEES FOR "FREE
SWIM DAY" SPONSORSHIP.**

March 12, 2024

TO: HONORABLE MAYOR AND COUNCILMEMBERS

FROM: BRANT MESKER, CITY MANAGER
CHRISTINA MEEDS, PLANNER II/RECREATION COORDINATOR

SUMMARY:

On July 11, 2023 staff introduced the "Free Swim Day Sponsorships" pilot program to City Council. As a result of the successful program, staff now is presenting City Council with a Resolution to solidify and set a standard fee schedule for the program going forward.

BACKGROUND:

During the 2023 Pool season, staff initiated a trial program consisting of business and private sponsorships of free swim days allowing the community to swim for free on those specified days. It was a big hit with multiple organizations and individuals donating. During the last summer, we found that the Free Swim Days were extremely popular with more of the community visiting the pool on those days.

The key takeaways from this program were as follows.

1. The program allowed the youth in the community to be more active and social amongst their peers.
2. It provides an opportunity for large families with multiple members to spend a fun family day together without a costly impact.
3. It provides businesses, organizations, and individuals an opportunity to invest in their community.
4. The program also allows Corning Recreation to build strong lasting professional relationships within our community.

As the 2024 pool season quickly approaches staff would like to solidify a set standardize fee schedule for the "Free Swim Day Sponsorships." Staff offers the options below for consideration.

- A daily fee of \$300 Monday through Friday; pool hours are 1:00 – 5:00pm.
- A daily fee of \$400 for "Free Swim Saturdays"; pool hours are 10:00am – 5:00pm.
- A daily fee of \$250 for Tuesday or Thursday Evening Swim; pool hours are 6:30pm – 9:30pm.

The sponsor will receive the following in gratitude for their sponsorship:

- "Free Swim" Flyer with their name on it hung up at the pool.
- The same flyer will be posted several times on the City's Recreation social media platform; and
- The Sponsor's name and sponsorship will be posted on the City's digital marquee.

RECOMMENDATION:

MAYOR AND COUNCIL ADOPT RESOLUTION NO. 03-12-2024-01, A RESOLUTION SETTING STANDARDIZED FEES FOR FREE SWIM DAY SPONSORSHIPS AT THE CITY OF CORNING'S TEDDY POHLERS CITY POOL.

RESOLUTION NO.: 03-12-2024-01

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CORNING, SETTING FEES FOR FREE SWIM DAY SPONSORSHIPS

WHEREAS the City of Corning seeks to approve Free Swim Day Sponsorships at the Teddy Pohler's Corning City Pool

WHEREAS, the following daily charges will be the set fees:

Monday through Friday Day Swim 1 – 5 PM	\$300.00
Saturdays 10AM to 5PM	\$400.00
Evening Swim (Tues. & Thur. 6:30 – 9:30)	\$250.00

NOW, THEREFORE BE IT RESOLVED, that the City Council of the City of Corning adopts the daily fees in the amounts as set forth below for the Free Swim Day Sponsorship:

Monday through Friday Day Swim 1 – 5 PM	\$300.00
Saturdays 10AM to 5PM	\$400.00
Evening Swim (Tues. & Thur. 6:30 – 9:30)	\$250.00

The foregoing Resolution was adopted at a regular meeting of the City Council of the City of Corning held on March 12, 2024, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

Robert Snow, Mayor

ATTEST:

Lisa M. Linnet, City Clerk

**ITEM NO.: J-15
SEEK DIRECTION ON REQUEST
FOR SUPPORT OF SMOKEFREE
HOUSING**

March 12, 2024

TO: CITY COUNCIL OF THE CITY OF CORNING

**FROM: BRANT MESKER, CITY MANAGER 
LISA M. LINNET, ADMINISTRATIVE SERVICES MANAGER **

BACKGROUND:

At the February 13, 2024 City Council Meeting a PowerPoint Presentation was provided by Communities Energized for Health regarding the benefits of smokefree housing. The presentation was predominately directed towards the benefits of smokefree multiunit housing and provided information on the following:

- Governments can create and enforce 100% smokefree multiunit housing policies;
- These policies can protect tenants by restricting the use of all products & secondhand smoke exposure to tobacco, cannabis, and vapes;
- Policies can cover indoor common areas, outdoor common areas (playgrounds, sitting areas), and living units (including balconies and patios).

Various speakers presented information on such items as:

- a) Methods of enforcing "Smokefree housing;"
- b) Support to Property Managers as well as City Staff such as:
 - Sample policy language;
 - Support notifying & educating property Mangers/Owners;
 - Implementation training;
 - Toolkits with sample documents; and
 - Smokefree signs for properties.

Following this presentation, and time for City Council consideration of any subsequent actions, Staff is now seeking Council direction.

RECOMMENDATION:

MAYOR AND COUNCIL:

- **PROVIDE STAFF WITH DIRECTION IN RESPONSE TO REQUEST FOR SUPPORT OF SMOKEFREE HOUSING.**

The Benefits of Smokefree Housing

February 13, 2024

**COMMUNITIES
ENERGIZED FOR
HEALTH**
A PROJECT OF **etr.**

Item No:
E-1

Looking Back to Look Forward

Smoking is prohibited within 20 feet of the following City owned Parks/Recreational Areas
Ord. No. 688, § 11, 7-25-2014

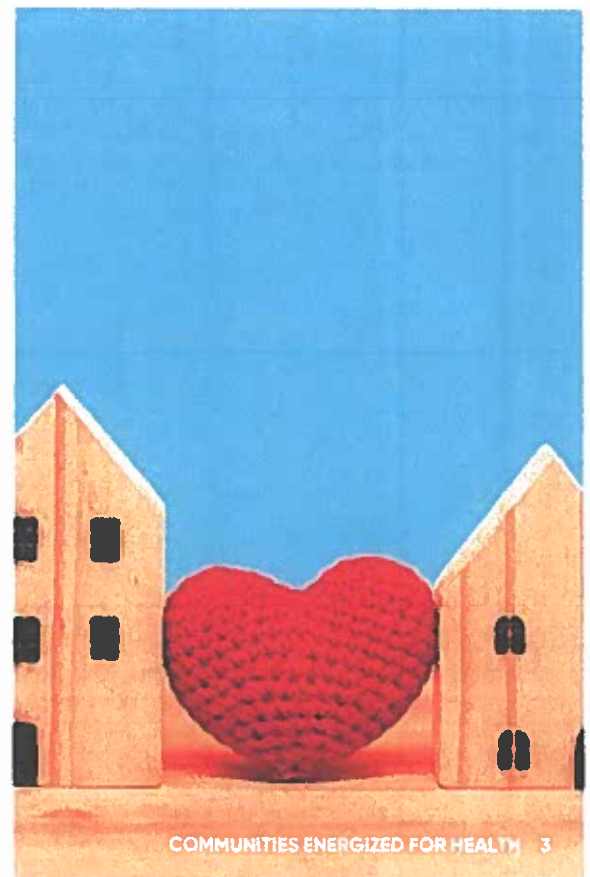
2014

Smokefree parks ordinance expanded
Ord. No. 681, 11-12-2019

2019

Benefits of Smokefree Housing

- Protect the health of tenants & staff
- Reduce fire risk
- Reduced turnover cost
- Lower insurance premiums
- Fewer complaints from tenants



Smokefree Housing Policies



Governments can create and enforce 100% smokefree multiunit housing policies



These policies can protect tenants by restricting the use of all products & secondhand smoke exposure to tobacco, cannabis, and vapes



Policies can cover indoor common areas, outdoor common areas (playgrounds, sitting areas), and living units (including balconies and patios)

Tehama County Residents support smokefree housing!

72%

of residents have been bothered by drifting secondhand smoke in common areas

79%

have been bothered by secondhand smoke inside their home.

99%

support a comprehensive smokefree multiunit housing policy

*Results from a community survey conducted in June 2022



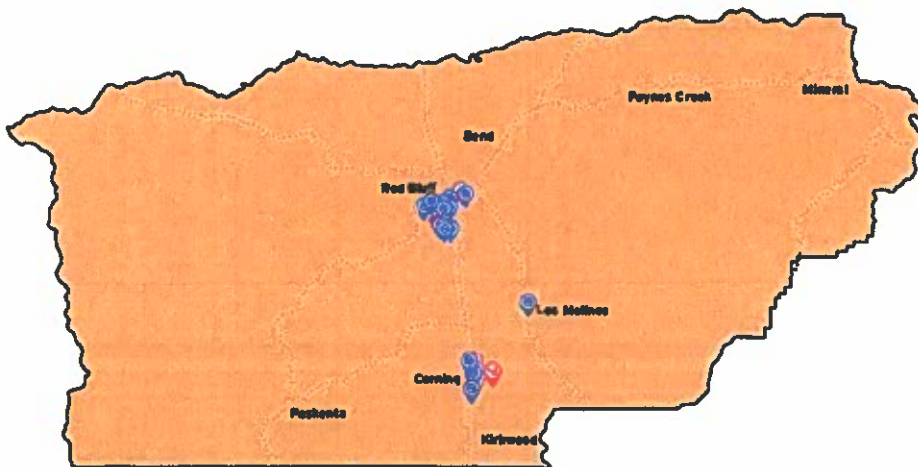
Live in Tobaccofree Tehama



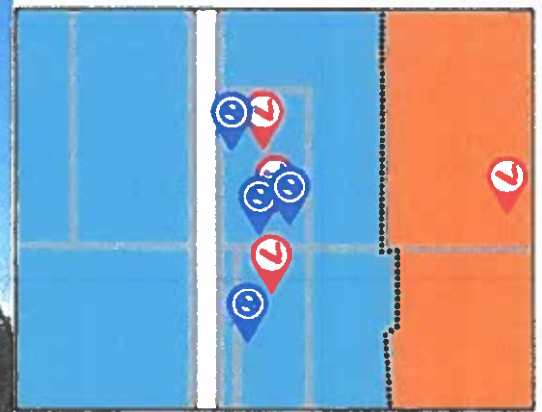
No smokefree policy



MUH with smokefree policy



Corning

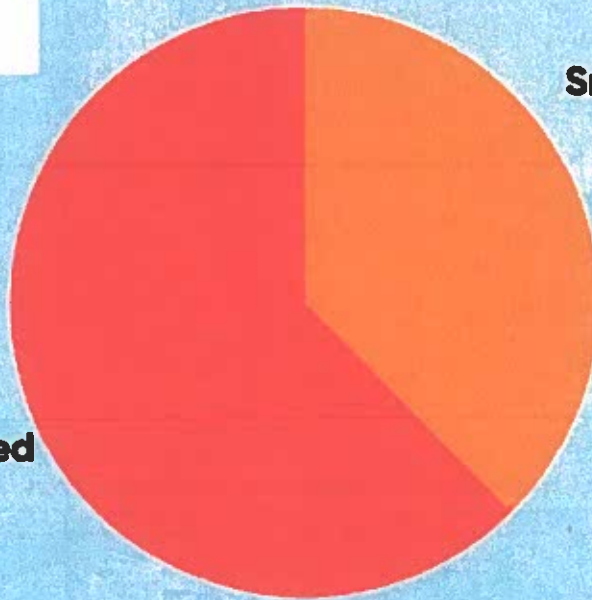


Four complexes would adopt new smokefree policies

Five complexes would have their voluntary policies strengthened

**348 additional units would
be protected from
secondhand smoke**

**Smoking Allowed
62.4%**



**Smokefree Apartments
37.6%**

Implementing Smokefree Housing



Property provides notice and lease addendums to tenants



Post smokefree signage and offer resources for quitting if tenants are interested



Enforce the policy and live in a healthier environment

Enforcing Smokefree Housing

- **Property managers enforce policy at each complex**
 - **First violation - Educational outreach visit**
 - **Second violation - Written notice of violation**
 - **Third violation - Written notice of violation**
 - **Fourth violation - Final written notice**
 - **Fifth violation - Begin termination of lease**
- **Eventually, smokefree housing becomes the norm in the complex**



State Of Tobacco Control 2024 - California Local Grades

Tehama County

Smokefree Housing

Nonsmoking Apartments

Nonsmoking Condominiums

Nonsmoking Common Areas

Total Points

Corning	Red Bluff	Tehama	Tehama County Unincorporated
F	F	F	F
0	0	0	0
0	0	0	0
0	0	0	0
0	0	0	0



**Free
Support
CEH
Provides**

Support to City Staff

- **Sample policy language**
- **Support notifying & educating properties**

Support to Property Managers

- **Implementation training**
- **Toolkit with sample documents**
 - **Lease addendum**
 - **Violation letters**
 - **Cessation resources**
- **Smokefree signs for properties**



A PROJECT OF **etr.**

Thank you!

Please contact us:

Nicole Morgan, MPH

Project Director

Nicole.Morgan@etr.org

Caitlyn Zepeda, MA

Project Coordinator

Caitlyn.Zepeda@etr.org

ITEM NO.: J-16
DECLARE THE COMMUNITY EASTER
EGG HUNT A CITY COMMUNITY
EVENT AND APPROVE THE \$500
DONATION REQUEST TO SUPPORT
EVENT

March 12, 2024

TO: HONORABLE MAYOR AND COUNCILMEMBERS
FROM: BRANT MESKER, CITY MANAGER
LISA M. LINNET, CITY CLERK

SUMMARY:

The City of Corning received a donation request in the amount of \$500 to support the Corning Community Easter Egg Hunt. To support such an event, the City Council must declare a community benefit, otherwise, the donation would be considered a gift of public funds. This will be the fourth (4th) year the event will be held, and the event is being heavily advertised within the community. Past events have proven to have a large attendance. Event organizers anticipate up to, if not more than 1,500 youth in the community to attend.

If the City Council approves this donation, the organizers of the event would be required to provide receipts up to \$500 for reimbursement for plastic easter eggs.

BACKGROUND:

The City has made this donation in past years to support this event and has also waived City fees for the event.

FINANCIAL:

There are adequate funds within Community Events Materials and Supplies budget line item # 001-6150-3190 to support this request. Typically, this line item is used to support Food Truck Tuesday event costs.

RECOMMENDATION:

MAYOR AND CITY COUNCIL:

- 1. DECLARE THE CORNING COMMUNITY EASTER EGG HUNT A COMMUNITY EVENT;**
- 2. REQUEST THE CITY TO BE RECOGNIZED AS A DONOR TO THE EVENT; AND**
- 3. ALLOCATE \$500 IN FUNDING ON A REIMBURSEMENT BASIS TO SUPPORT THE EVENT.**

ITEM NO.: J-17

APPROVE AND ADOPT THE HHAP ACTION PLAN AND AUTHORIZE THE CITY MANAGER SIGN THE MULTI-JURISDICTIONAL MEMORANDUM OF UNDERSTANDING.

MARCH 12, 2024

TO: HONORABLE MAYOR AND COUNCILMEMBERS

FROM: BRANT MESKER, CITY MANAGER 

SUMMARY:

This is Round 5 of the State's Homeless Housing, Assistance and Prevention (HHAP) grant program. The Notice of Funding Availability (NOFA) was published September 29, 2023 and the application is due March 27, 2024. Both Tehama CoC and Tehama County are eligible applicants. Funds will be disbursed by the State in two installments.

Cal ICH provided a template that constitutes the Regionally Coordinated Homelessness Action Plan (Plan). It has the following requirements: **1) Participating Jurisdictions' Roles and Responsibilities; 2) Performance Measures and Improvement Plan; 3) Equity Improvement Plan; 4) Plan to Reduce the Number of People Experiencing Homelessness Upon Exiting an Institutional Setting; 5) Plan to Utilize Local, State, and Federal Funds to End Homelessness; and 6) Plan to Connect People Experiencing Homelessness to All Eligible Benefit Programs.**

The total combined award for HHAP Rounds 1-4 for the CoC and the County was \$2.8 million. The funds were used to support the following activities:

- 51% of funds supporting Navigation Center Development
- 17% allocated to Navigation Center/Emergency Shelter Operations
- 12% supporting Tehama County Health Services Agency Street Medicine Project
- 10% supporting Grant Administration & Systems Support (including Planning)
- 10% allocated to addressing Youth Homelessness (required Youth Set-Aside)

DISCUSSION:

To apply for the funding, the CoC and County worked together with their consultant, Housing Tools, and with the Cities of Corning, Red Bluff, and Tehama to put together the Regionally Coordinated Homelessness Action Plan (Plan) and Memorandum of Understanding (MOU). The Plan lays out the region's goals to be put into action when funding becomes available. The CoC and County are both required signatories to the Plan and MOU. Cities are optional signatories. The Cities of Corning, Red Bluff, and Tehama have indicated their interest in participating in the Plan and MOU.

In addition, Cal ICH encouraged jurisdictions to incorporate actions from other community planning efforts into the HHAP-5 Plan. Housing Tools incorporated actions from the draft 2024 Update to the Tehama County 10-Year Plan to End Homelessness, and the 2023 Racial Equity Improvement Plan as part of Tehama County's California Racial Equity Action Lab work.

Tehama CoC, Tehama County, and the Cities of Corning, Red Bluff and Tehama have approval and adoption of the Plan and authorization for the MOU scheduled at their respective governing body meeting in mid-March. Once the signed versions of these documents are received, the HHAP-5 application will be submitted to Cal ICH by Tehama CoC using an online submission platform ahead of the March 27, 2024 deadline.

After submittal, Cal ICH has 90 days in which to review the submitted application, request amendments, or approve and issue award notice.

FINANCIAL:

HHAP is a formula grant program administered through the California Interagency Council on Homelessness (Cal ICH). The program focuses on the homelessness response system including housing, shelter, services, and systems/regional coordination. Tehama County (County) and Tehama County Continuum of Care (CoC) are the HHAP-5 eligible applicants. A table detailing the formula grant amount can be found below.

Jurisdiction	HHAP-5 Funding Amount
Tehama County Continuum of Care	\$437,149.04
Tehama County	\$419,405.78
Total:	\$856,554.82

RECOMMENDATION:

MAYOR AND CITY COUNCIL:

- a) **Approve and adopt the Regionally Coordinated Homelessness Action Plan (Plan), which is a requirement of the Homeless Housing, Assistance and Prevention Round 5 (HHAP-5) grant program.**
- b) **Authorize the City Manager to sign the Multi-Jurisdictional Memorandum of Understanding (MOU) between the County of Tehama, the City of Corning, the City of Red Bluff, the City of Tehama, the Tehama County Continuum of Care, and The Vitality Project, as the Administrative Entity for the Continuum of Care regarding the HHAP-5 grant program.**

HOMELESS HOUSING, ASSISTANCE AND PREVENTION PROGRAM, ROUND 5 JOINT APPLICATION AND REGIONAL COORDINATION MEMORANDUM OF UNDERSTANDING

Between the County of Tehama, the City of Corning, the City of Red Bluff, the City of Tehama, the Tehama County Continuum of Care, and The Vitality Project, as the Administrative Entity for the Continuum of Care

BACKGROUND

The State of California Interagency Council on Homelessness ("Council") issued the Homeless Housing, Assistance and Prevention Round 5 ("HHAP-5") Notice of Funding Availability ("NOFA") dated September 29, 2023 as authorized by Assembly Bill 129 which was signed into law by Governor Gavin Newsom on July 10, 2023. Through this NOFA, block grants have been made available to all California Counties and all California Continuums of Care (hereinafter referred to collectively as "jurisdictions") for the purpose of addressing homelessness within their geographic coverage areas.

PURPOSE OF THE AGREEMENT

Geographic coverage areas or regions, defined by Council as counties, are required to apply together for HHAP-5 and jointly complete a Regionally Coordinated Homelessness Action Plan ("the Plan"). In this case the County of Tehama ("County") and the Tehama County Continuum of Care ("Continuum of Care") are the eligible applicants and are defined as one region. Each eligible applicant may receive their allocation directly or they may designate an eligible applicant in their region to serve as their Administrative Entity. This indicates to the Council which eligible applicant will enter into a contract with the State to receive and administer allocations. In addition, though not eligible applicants, the Cities of Corning, Red Bluff, and Tehama ("Cities") have elected to engage and collaborate on the Plan and thus are included this Memorandum of Understanding ("MOU"). This is allowed per Council and HHAP-5 guidance.

Through this agreement, the County and the Continuum of Care agree to submit a joint application for HHAP-5 funds and to administer HHAP-5 funds locally through The Vitality Project, the Administrative Entity for the Continuum of Care. This reduces administrative burdens and promotes ongoing collaboration.

Jurisdictions applying jointly must demonstrate having collaborated to develop the Regionally Coordinated Homelessness Action Plan ("the Plan") and commit to working collaboratively in furtherance of the goals established in the Plan.

This agreement sets forth roles and responsibilities of the County, the Cities, the Continuum of Care, and The Vitality Project for the submission of the Joint Application, local administration of funds, oversight of fiscal and programmatic aspects of use of HHAP-5 funds and local collaboration on the implementation of the collaborative Plan.

DECLARATIONS

The County, the Cities, and the Continuum of Care have a shared interest in addressing and remediating homelessness within the geographic area known as Tehama County.

The County, the Cities, and the Continuum of Care have a longstanding history of collaborating on development and implementation of plans and strategies for addressing homelessness.

The Continuum of Care serves as the regional collaborative entity that makes funding determinations for homeless assistance programs and supports the county-wide homeless service system of care.

The County and the Continuum of Care are each eligible to apply for allocations of HHAP-5 funding.

The intent of HHAP-5 funding is to support local jurisdictions in their unified response to reduce and address homelessness.

The County and the Continuum of Care are required to submit a joint application for HHAP-5 funds.

A Regionally Coordinated Homelessness Action Plan ("the Plan") has been developed collaboratively by the County, the Cities, and the Continuum of Care.

A joint application for HHAP-5 funds may designate a single Administrative Entity to administer HHAP-5 funds locally, and the County and Continuum of Care have deemed this the most appropriate and efficient choice for the region.

The Continuum of Care has designated The Vitality Project to serve as the Administrative Entity for funds received by the Continuum of Care and the Lead Agency Continuum of Care coordination activities.

The County and the Continuum of Care wish to submit a Joint Application for HHAP-5 funds designating the Continuum of Care as the lead applicant and designating The Vitality Project as the Administrative Entity responsible for administering HHAP-5 funds locally.

The Continuum of Care will provide fiscal and programmatic oversight for local administration of HHAP-5 funds.

STATUTORY REQUIREMENTS

The Regionally Coordinated Homelessness Action Plan ("the Plan") shall be reflected in a Memorandum of Understanding ("MOU") committing each signatory to participation in, and to comply with, the Regionally Coordinated Homelessness Action Plan.

COUNCIL MOU GUIDANCE

This MOU commits each signatory to uphold, participate in, and comply with the actions, roles, and responsibilities of each eligible applicant in the region as described in the HHAP-5 Regionally Coordinated Homelessness Action Plan and summarized below.

1. Commitments to the roles and responsibilities of each eligible applicant within the region as they pertain to outreach and site coordination, siting and use of available public land, the development of interim and permanent housing options, and coordinating, connecting, and delivering services to individuals experiencing homelessness or at risk of experiencing homelessness, within the region. See Section 2.1 in the HHAP-5 Regionally Coordinated Homelessness Action Plan.

2. Commitments to Key Actions each eligible applicant will take to improve the system performance measures. See Section 2.2 in the HHAP-5 Regionally Coordinated Homelessness Action Plan.
3. Commitments to Key Actions each eligible applicant will take to ensure racial and gender equity in service delivery, housing placements, housing retention, and any other means to affirm equitable access to housing and services for racial and ethnic groups overrepresented among residents experiencing homelessness. See Section 2.3 in the HHAP-5 Regionally Coordinated Homelessness Action Plan.
4. Commitments to actions each eligible applicant will take to reduce homelessness among individuals exiting institutional settings, including but not limited to jails, prisons, hospitals, and any other institutions such as foster care, behavioral health facilities, etc. as applicable in the region. See Section 2.4 in the HHAP-5 Regionally Coordinated Homelessness Action Plan.
5. Commitments to roles of each eligible applicant in the utilization of local, state, and federal funding programs to end homelessness. See Section 2.5 in the HHAP-5 Regionally Coordinated Homelessness Action Plan.
6. Commitments to the roles and responsibilities of each eligible applicant to connect individuals to wrap-around services from all eligible federal, state, and local benefit programs. See Section 2.6 in the HHAP-5 Regionally Coordinated Homelessness Action Plan.

ROLES AND RESPONSIBILITIES

The County of Tehama hereby agrees to:

1. Redirect its HHAP-5 allocation of \$419,405.78 in its entirety to the Continuum of Care to be combined with the Continuum of Care's HHAP-5 allocation of \$437,149.04 and administered locally by The Vitality Project, as the Administrative Entity for the Continuum of Care.
2. Uphold, participate in, and comply with the actions, roles, and responsibilities of each eligible applicant and jurisdiction in the region as described in the HHAP-5 Regionally Coordinated Homelessness Action Plan ("the Plan"). The Plan is attached to this Memorandum of Understanding ("MOU") as Exhibit A.
3. Collaborate with the Continuum of Care and local stakeholders on planning and implementation of efforts to address homelessness within the County of Tehama through continued staff participation on Continuum of Care committees, including the Continuum of Care Executive Council, the Housing and Homeless Stakeholders' Collaborative and the Continuum of Care General Collaborative.
4. Review fiscal reports regarding use and expenditure of HHAP-5 funds submitted to the Tehama County Health Services Agency and the Continuum of Care Executive Council by The Vitality Project on a quarterly basis.
5. Review fiscal and programmatic reports prepared by The Vitality Project for submission to the State of California for the HHAP-5 program.

The Continuum of Care hereby agrees to:

1. Uphold, participate in, and comply with the actions, roles, and responsibilities of each eligible applicant and jurisdiction in the region as described in the Plan. The Plan is attached to this Memorandum of Understanding ("MOU") as Exhibit A.

2. Publish and maintain the proposed, approved, and amended versions of the Plan on its internet website.
3. Collaborate with the County and local stakeholders on planning and implementation of efforts to address homelessness within the County of Tehama through continued staff participation on Continuum of Care committees, including the Continuum of Care Executive Council, the Housing and Homeless Stakeholders' Collaborative and the Continuum of Care General Collaborative.
4. Provide ongoing oversight of fiscal and programmatic management of local administration of HHAP-5 funds.
5. Oversee selection and/or recruitment of local subrecipients for HHAP-5 funds, including development of funding solicitations and evaluation of proposals submitted for consideration.
6. Authorize any HHAP-5 Change Requests necessary to the efficient utilization of HHAP-5 funds in furtherance of the goals and strategies set forth in the Plan.
7. Review fiscal reports regarding use and expenditure of HHAP-5 funds submitted to the Tehama County Health Services Agency and the Continuum of Care Executive Council by The Vitality Project on a quarterly basis.
8. Review fiscal and programmatic reports prepared by The Vitality Project for submission to the State of California for the HHAP-5 program.
9. During the entire term of this agreement, be construed to be an independent contractor and nothing in this agreement is intended nor shall be construed to create an employer-employee relationship, a joint venture relationship, or to allow County to exercise discretion or control over the professional manner in which Continuum of Care shall be provided in a manner consistent with the professional standards applicable to such services. The sole interest of the County is to ensure that the services shall be rendered and performed in a competent, efficient, and satisfactory manner. Continuum of Care shall be fully responsible for payment of all taxes due to the State of California or the Federal government, which would be withheld from compensation of Continuum of Care, if Continuum of Care were a County employee. County shall not be liable for deductions for any amount for any purpose from Continuum of Care's compensation. Continuum of Care shall not be eligible for coverage under County's Workers Compensation Insurance Plan, nor shall Continuum of Care be eligible for any other County benefit.

The Vitality Project hereby agrees to:

1. Uphold, participate in, and comply with the actions, roles, and responsibilities of each eligible applicant and jurisdiction in the region as described in the Plan. The Plan is attached to this Memorandum of Understanding ("MOU") as Exhibit A.
2. Coordinate activities necessary to applying for and receiving HHAP-5 funds, including coordinating and submitting the Joint Application.
3. Accept disbursement of the combined HHAP-5 award totaling \$856,554.82 on behalf of the joint applicants.
4. Coordinate the development of any local funding solicitations necessary to selecting and/or recruiting local subrecipients of HHAP-5 funds.

5. Enter into agreements with local subrecipients of HHAP-5 funds as directed by the Continuum of Care Executive Council.
6. Administer funds to local subrecipients, including fulfilling requests for reimbursement of eligible costs and providing technical assistance to subrecipients with regards to fiscal and programmatic compliance with HHAP-5 guidelines.
7. Verify and retain documentation of HHAP-5 uses and expenditures as required by the State of California and the HHAP-5 program.
8. Prepare annual financial statements audited by an independent certified accountant (CPA).
9. Respond appropriately to any program-specific audit or monitoring requests from the HHAP-5 program, the County or any other relevant authority.
10. Generate quarterly fiscal reports regarding use and expenditure of HHAP-5 funds and submit these to both Tehama County Health Services Agency and the Continuum of Care Executive Council on a quarterly basis.
11. Generate and submit all fiscal and programmatic reports required by the HHAP-5 program, submitting the same to both the Tehama County Health Services Agency and the Continuum of Care Executive Council for review prior to submission to the funding program.
12. During the entire term of this agreement, be construed to be an independent contractor and nothing in this agreement is intended nor shall be construed to create an employer-employee relationship, a joint venture relationship, or to allow County to exercise discretion or control over the professional manner in which The Vitality Project performs the services which are the subject matter of this agreement; provided always, however, that the services to be provided by The Vitality Project shall be provided in a manner consistent with the professional standards applicable to such services. The sole interest of the County is to ensure that the services shall be rendered and performed in a competent, efficient, and satisfactory manner. The Vitality Project shall be fully responsible for payment of all taxes due to the State of California or the Federal government, which would be withheld from compensation of The Vitality Project, if The Vitality Project were a County employee. County shall not be liable for deductions for any amount for any purpose from The Vitality Project's compensation. The Vitality Project shall not be eligible for coverage under County's Workers Compensation Insurance Plan, nor shall The Vitality Project be eligible for any other County benefit.

The City of Corning hereby agrees to:

1. Uphold, participate in, and comply with the actions, roles, and responsibilities of each eligible applicant and jurisdiction in the region as described in the HHAP-5 Regionally Coordinated Homelessness Action Plan ("the Plan"). The Plan is attached to this Memorandum of Understanding ("MOU") as Exhibit A.
2. Collaborate with the Continuum of Care and local stakeholders on planning and implementation of efforts to address homelessness within the County of Tehama through continued staff participation on Continuum of Care committees, including the Continuum of Care Executive Council, the Housing and Homeless Stakeholders' Collaborative and the Continuum of Care General Collaborative.

The City of Red Bluff hereby agrees to:

1. Uphold, participate in, and comply with the actions, roles, and responsibilities of each eligible applicant and jurisdiction in the region as described in the HHAP-5 Regionally Coordinated Homelessness Action Plan ("the Plan"). The Plan is attached to this Memorandum of Understanding ("MOU") as Exhibit A.
2. Collaborate with the Continuum of Care and local stakeholders on planning and implementation of efforts to address homelessness within the County of Tehama through continued staff participation on Continuum of Care committees, including the Continuum of Care Executive Council, the Housing and Homeless Stakeholders' Collaborative and the Continuum of Care General Collaborative.

The City of Tehama hereby agrees to:

1. Uphold, participate in, and comply with the actions, roles, and responsibilities of each eligible applicant and jurisdiction in the region as described in the HHAP-5 Regionally Coordinated Homelessness Action Plan ("the Plan"). The Plan is attached to this Memorandum of Understanding ("MOU") as Exhibit A.
2. Collaborate with the Continuum of Care and local stakeholders on planning and implementation of efforts to address homelessness within the County of Tehama through continued staff participation on Continuum of Care committees, including the Continuum of Care Executive Council, the Housing and Homeless Stakeholders' Collaborative and the Continuum of Care General Collaborative.

This agreement shall commence upon the date signed and shall terminate on October 1, 2028 or until all obligations to the HHAP-5 program have been fulfilled.

By signature below, the undersigned representatives for each partner entity confirm that they are authorized to enter into this agreement on behalf of their respective agency and agree to the terms set forth herein.

For the Tehama County Continuum of Care:

Johnna Jones, Chairperson, Tehama CoC Executive Council

Date

By signature below, the undersigned representatives for each partner entity confirm that they are authorized to enter into this agreement on behalf of their respective agency and agree to the terms set forth herein.

For the County of Tehama:

John Leach, Chairman, Tehama County Board of Supervisors

Date

Approved as to form:

Date

By signature below, the undersigned representatives for each partner entity confirm that they are authorized to enter into this agreement on behalf of their respective agency and agree to the terms set forth herein.

For The Vitality Project:

Nichole Bethurem, Vice President, The Vitality Project

Date

By signature below, the undersigned representatives for each partner entity confirm that they are authorized to enter into this agreement on behalf of their respective agency and agree to the terms set forth herein.

For the City of Corning:

Brant Mesker, City Manager, City of Corning

Date

Approved as to form:

Date

By signature below, the undersigned representatives for each partner entity confirm that they are authorized to enter into this agreement on behalf of their respective agency and agree to the terms set forth herein.

For the City of Red Bluff:

Tom Westbrook, City Manager, City of Red Bluff

Date

Approved as to form:

Date

By signature below, the undersigned representatives for each partner entity confirm that they are authorized to enter into this agreement on behalf of their respective agency and agree to the terms set forth herein.

For the City of Tehama:

Carolyn Steffan, City Clerk/Administrator, City of Tehama

Date

Approved as to form:

Date

EXHIBIT A: REGIONALLY COORDINATED HOMELESSNESS ACTION PLAN



California Interagency Council on Homelessness

In partnership with the Department of Housing and Community Development



3/1/24 FINAL - REGIONALLY COORDINATED HOMELESSNESS ACTION PLAN TEHAMA COUNTY, TEHAMA COUNTY CONTINUUM OF CARE, CITY OF CORNING, CITY OF RED BLUFF, AND CITY OF TEHAMA

HOMELESS HOUSING, ASSISTANCE AND PREVENTION PROGRAM ROUND 5 (HHAP-5)

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(This is an 82 page document that can be found by opening the hyperlink below).

<https://www.corning.org/documents/california-interagency-council-on-homelessness/>